TO: YCTA Board of Directors
Yamhill County Board of Commissioners

FROM: Cynthia Thompson, Transit Manager

Cc: Ken Huffer, Carolina Rook, Keri Hinton

DATE: December 19, 2019

Re: Board Action Items for Yamhill County Transit

---

Yamhill County Transit Action Items for
Yamhill County Board of Director's and Board of Commissioners
December 2019

#2 Project Description:
Grant Agreement 33897 Capital 5311 Total Project Cost $788,000.00 – grant amount $707,072.00, match $80,927.60. 2018-2021 STIP # 20233 for 2 Category A buses and 1 Category E minivan.

#2 Board Action:
Staff recommends approval of grant agreement 33897 for $707,072.00

#2 Background Info:
This grant was applied for through the STIP 2018-21 Enhance Grant program in November 2015. The original request was for 6 buses (3 category A large buses and 3 Category C mid-size buses). At that time the YC Transit Fleet was in bad shape with nearly half of the fleet beyond their useful life based on federal and state standards. Because the final approved amount is less than the original request this grant will purchase 2 Category A buses and 1 minivan. YC Transit received notification of approval of this grant in 2016 and just received the grant agreement last month. There is a process that transfers the Highway Enhance funding to Transit 5311 funding. YC Transit staff checked in with ODOT and STIP staff frequently to check on the status but it was at the federal level so finally the grant funding pots were transferred appropriately and the grant agreement 33897 is available for your approval. There is a potential discrepancy regarding the length of the bus as shown on the grant agreement so if the motion could include approval for a Category A bus with useful life of 12 years and/or 500,000 miles an approximate length of the bus 30 feet to 35 feet.
RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the State of Oregon, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and Yamhill County, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. Effective Date. This Agreement shall become effective on the later of November 1, 2019 or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before December 31, 2021 (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget
Exhibit B: Financial Information
Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at http://www.oregon.gov/odot/pt/, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. Project Cost; Grant Funds; Match. The total project cost is estimated at $788,000.00. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed $707,072.00 in Grant Funds for eligible costs described in Section 6.a hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

4. Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.

5. Progress Reports. Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at http://www.oregon.gov/odot/pt/. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be
necessary to comply with federal or state reporting requirements.

6. **Disbursement and Recovery of Grant Funds.**

   a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State’s approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

   b. **Conditions Precedent to Disbursement.** State’s obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

      i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

      ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.

      iii. Recipient’s representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

      iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

   c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State’s written demand and no later than 15 days after State’s written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

   a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder; and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws. If applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

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

   c. **No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor
accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

   a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

   b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.

   c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.

   d. **Audit Requirements.**

      i. Recipients receiving federal funds in excess of $750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

      ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.
9. **Recipient Subagreements and Procurements**

a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

   i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

   ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.


c. **Subagreement indemnity; insurance**

   **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:

   i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

   ii. all procurement transactions are conducted in a manner providing full and open competition;
iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.

ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.

iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.

iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.

v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.

vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.

vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessee. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be
liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability Insurance of $50,000 for property damage, $200,000 for bodily injury per person, $500,000 for bodily injury per occasion for maintenance and shop vehicles, and $1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.

ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.

x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

a. Termination by State. State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or

ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be
established by Recipient in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Recipient; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient’s breach of the
conditions of this Agreement, and shall, upon recipient’s breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and
state civil rights and rehabilitation statutes, rules and regulations.

j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
Yamhill County/State of Oregon
Agreement No. 33897

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

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

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

SIGNATURE PAGE TO FOLLOW
Yamhill County, by and through its

By ______________________
(Legally designated representative)

Name ______________________
(printed)

Date ______________________

By ______________________

Name ______________________
(printed)

Date ______________________

APPROVAL RECOMMENDED

By Arla Miller

Date 10/22/2019

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over $150,000)

By Assistant Attorney General

Name Marvin Fjordbeck by email
(printed)

Date 03/13/2017

Recipient Contact:
Cynthia Thompson
535 NE 5th St
McMinnville, OR 97128
1 (503) 474-4910
thompsonc@co.yamhill.or.us

State Contact:
Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-2836
Arla.MILLER@odot.state.or.us
EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

<table>
<thead>
<tr>
<th>Project Title: 5311 Yamhill County 33897 Vehicle Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #1: Bus STD 40ft</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>$738,000.00</td>
</tr>
<tr>
<td>Item #1: Vans</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>$50,000.00</td>
</tr>
<tr>
<td>Sub Total</td>
</tr>
<tr>
<td>Grand Total</td>
</tr>
</tbody>
</table>

1. PROJECT DESCRIPTION

a. Purchase 2 transit vehicles as follows: useful life - 12 years or 500,000 miles; approximate length - 35 feet or greater; estimated number of seats - 35-40; estimated number of ADA securement stations - 2; fuel type - diesel.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

OPTIS Number V001433; 2013/Eldorado/Aerotech 240; VIN 1GB6G6BL6D1171419.
OPTIS Number V001435; 2013/Eldorado/Aerotech 240; VIN 1GB6G6BL6D1173408.

b. Purchase 1 transit vehicle as follows: useful life - 4 years or 100,000 miles; approximate length - less than 20 feet; estimated number of seats - 3-6; estimated number of ADA securement stations - 1; fuel type - gasoline.

2. PROJECT DELIVERABLES, SCHEDULE and USE

All purchases and installations must be completed prior to the expiration date of this Agreement.

a. Expected order date: January 1, 2020.
   Expected delivery date: December 31, 2021.

b. Expected order date: January 1, 2020.
   Expected delivery date: July 31, 2020.

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles
remains in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remains in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter, copies of all invoices associated with expenses identified for reimbursement, and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.
EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<table>
<thead>
<tr>
<th>Federal Program</th>
<th>Federal Funding Agency</th>
<th>CFDA Number</th>
<th>Total Federal Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>49 U.S.C. 5311</td>
<td>U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174</td>
<td>20.509 (5311)</td>
<td>$707,072.00</td>
</tr>
</tbody>
</table>

Administered By
Rail and Public Transit Division
555 13th Street NE
Salem, OR 97301-4179
EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than $500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

- Bodily Injury, Death and Property Damage:
  - $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

- Bodily Injury, Death and Property Damage:
  - $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous
"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or; (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than $500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability Insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient’s activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.
EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient’s subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.


3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient’s DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

   The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of $100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other...
federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.
Yamhill County Transit Action Items for
Yamhill County Board of Director’s and Board of Commissioners
December 2019

#3 Project Description:
Connexionz audio/visual system for auto stop announcements, LED destination signage, and other hardware to be purchased as sole source and installed in four (4) new buses with expected delivery by December 31, 2019.

#3 Board Action:
Staff recommends the Board approve the Connexionz hardware purchase and installation on four (4) new buses. Authorize County Counsel and Transit Manager to confirm and approve appropriate procurement – sole source or addition to existing contract with Connexionz.

#3 Background Info:
Connexionz hardware to be installed in four (4) new buses. The new STIF funds include the technology project that will pay for this project. The Connexionz ITS and ADA compliant audio/visual system works in conjunction with the previously purchased Transit Manager CAD/AVL system (Board Order YCTA-01-31-19-2). The hardware quoted from Connexionz is the only hardware which can work with the already purchased solution. Since the hardware is already owned and the YCT/Fiast Transit staff trained under the existing contract, the value of purchasing these technologies form Connexionz greatly outweighs any other potential vendor. By adding hardware to the existing software system, YCT avoids the unnecessary expenses and resource which would go in to replacing the brand-new CAD/AVL solution from Connexionz.
Notification of Intent to Award

The YCTA intends to enter into a contract with Connexionz, LTD for smart bus technology hardware for four (4) new Ford Champion buses to be delivered in December 2019 to Yamhill County. Connexionz LTD is based in Christchurch, New Zealand with offices in the United States located at 27943 Smyth Drive, Suite 103, Valencia, CA 91355. YCTA conducted a procurement process in October 2018 and purchased CAD/AVL Software and related apparatus and deployed Android tablet-based GPS fixed route technology and real time passenger information.

The purpose of the contract is to provide the following hardware:
- $22,000 4 Medius onboard computers
  - Includes onboard announcements inside/outside of bus
  - Includes Covert Alarm
  - Includes integration to head sign for single sign-on
- $4,000 4 Internal LED for next stop information
- $4,400 4 Cellular, WiFi ready routers
- $8,000 Installation of equipment in four buses, travel, accommodation
- $4,000 Engine Diagnostics Cable for real time engine monitoring
- $42,400 TOTAL

The term of the contract is expected to be a maximum of six (6 months) beginning January 15, 2020.

Connexionz Ltd. has been selected because The Connexionz ITS and ADA compliant audio/visual system works in conjunction with the previously purchased Transit Manager CAD/AVL system (Board Order # YCTA 01-31-19-2). The hardware quoted from Connexionz is the only hardware which can work with the already purchased solution. Since the software is already owned and the YCTA/First Transit staff trained under the existing contract, the value of purchasing these technologies from Connexionz greatly outweighs any other potential vendor. By adding hardware to the existing software system, YCTA avoids the unnecessary expense and resource which would go in to replacing the brand-new CAD/AVL solution from Connexionz.

A copy of the scope and contract are available for view at: www.ycbus.org

If any other company/firm feels that it can provide equal or superior product that can work with the already purchased technology solutions, they should contact:

Cynthia Thompson
Yamhill County Transit
535 NE Fifth Street
McMinnville, Oregon 97128
503-474-4900
Sole Source Justification Form

This form must be placed in the file whenever a sole source purchase is requested.

1. Vendor proposed as a Sole Source:

2. Please check all applicable categories below and provide additional information where indicated.

   □ a. The requested product is an integral repair part or accessory compatible with existing equipment.
   Existing Equipment Description: ____________________________
   Manufacturer/Model Number: ____________________________
   Age of the Equipment: ____________________________
   Asset or Original PO Number: ____________________________
   Current Value: ____________________________

   □ b. The requested product has unique design/performance specifications or quality requirements which are essential to YCTA's needs and are not available in comparable products.
   ✔ □ c. The requested product is essential in maintaining operational continuity and/or to remain in compliance with established standards. (Check applicable category below.)
   □ Requested product is being used in other vehicles or equipment
   ✔ □ I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate
   ✔ □ d. The requested product is one with which I and/or my staff have specialized training/extensive expertise, and retraining would incur substantial cost in time/money.
   □ e. The requested provider of services has unique or exclusive capabilities that no other provider has.
   □ f. Other factors are involved. (Provide detailed explanation below.)

3. Provide a detailed explanation for categories checked in 2a. through 2f. above. Attach additional sheets if necessary.
   Connexionz Ltd. has been selected because The Connexionz ITS and ADA compliant audio/visual system works in conjunction with the previously purchased Transit Manager CAD/AVL system (Board Order # YCTA 01-31-19-2). The hardware quoted from Connexionz is the only hardware which can work with the already purchased solution. Since the software is already owned and the YCTA/First Transit staff trained under the existing contract, the value of purchasing these technologies from Connexionz greatly outweighs any other potential vendor. By adding hardware to the existing software system, YCTA avoids the unnecessary expense and resource which would go in to replacing the brand-new CAD/AVL solution from Connexionz.

4. Was an evaluation of other equipment, products, or services completed? □ YES □ NO.
   If yes, please attach the results of the evaluation.

5. Was a notice of intent to select award advertised? □ YES □ NO.
   If so attach advertisement(s) & date?

6. Is the price fair and reasonable? Yes

Local, State and federal law subjects YCTA to competitive bidding rules. Purchase Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the YCTA Transit Director. The individuals signing the justification must disclose in writing whether or not they have a potential or actual conflict of interest (see PPM Section 380-16).

The County Counsel will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal or Federal audit. It is the salient features of a product that make it a sole source.

5. I certify that I have read the above statement, that the information entered on this form is factual and that a signed copy of this Sole Source Justification document, and all associated disclosure statements, will be kept on file in my department.

Signature
YCTA Transit Director

Printed Name and Title*

Date
Hi Mary and Ken,

Attached is amendment #8 to the agreement between Yamhill County Health and Human Services and G-42 Systems (BO 13-652). The amendment extends the term of the agreement to December 31, 2020 and increases the hourly rate to $130.00 per hour. This amendment is within the existing not to exceed amount of the agreement and we have budgeted for this effort in our fiscal year 2019-2020 Adopted Budget.

G-42 is recommend by Raintree Inc., our Electronic Medical record (EMR) provider and continues to provide assistance in our EMR development. G-42 Systems has proven to be the most experienced Behavioral Health consultant regionally who works specifically with Raintree products. On February 27th, 2014 the Local Government Review Board designated this contract as exempt from competitive bidding under Order #2-27-14-2.

I recommend the Board approve this amendment as written. Please let me know if you have any questions.

Carolina/Keri, please place this amendment on the next Board Agenda for approval. The signed copy will be coming over through interoffice mail. Suggested Board Agenda language:

“Approval of amendment #8 to the agreement between Yamhill County Health and Human Services and G-42 Systems Consulting (BO 13-652) to extend the term to December 31, 2020 and increase the hourly rate to $130.00 per hour.”

Thanks,

Silas Halloran-Steiner
Director, Yamhill County Health and Human Services Department
Phone: (503) 434-7523
Cell: (503) 435-7572
Fax: (503) 434-9846
627 NE Evans
McMinnville, OR 97128

Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

Our Mission: To promote the public’s physical, emotional and social well-being through services, prevention, education, and partnerships.
AMENDMENT #8 TO CONSULTING AGREEMENT
(Raintree)

THIS AMENDMENT #8 TO CONSULTING AGREEMENT (this “Amendment #8”) is entered into by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services Department (“Client”) and G-42 Systems, LLC, a Washington limited liability company, with offices at 2415 Fir Street, Bellingham, WA 98229 (“Company”).

RECITALS:

A. Client and Company are parties to that certain agreement dated as of August 6, 2013 (the “Underlying Agreement”), pursuant to which Company provides professional consultation, specialized programming and software development regarding Client’s “Raintree” software system conversion project (version 9.3 to version 10.x). The Underlying Agreement was first amended on November 4, 2013 (Amendment #1) memorialized in Yamhill County records as Board Order (“BO”) 13-652. The Underlying Agreement was further amended on April 3, 2014, BO 14-184 (Amendment #2), December 18, 2014, (Amendment #3) BO 14-730, on December 10, 2015, BO 15-497 (Amendment #4), December 21, 2016, BO 16-516 (Amendment #5), January 4, 2018, BO 18-002 (Amendment #6), and on January 3, 2019, BO 19-01 (Amendment #7).

B. Client and Company now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Client and Company, intending legally to be bound, hereby agree as follows:

1. Section 1a of the Underlying Agreement is hereby amended as follows:
   (a) Term of Agreement. The term of this Agreement, unless sooner terminated pursuant to provisions set forth in the Underlying Agreement, shall be from the effective date until completion of services on or about December 31, 2020, unless amended or extended. Any termination of this Agreement shall not extinguish or prejudice Client’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Company’s performance that has not been cured.

2. Section 2, of the Underlying Agreement, as last amended by Amendment #7 is hereby amended to increase the hourly rate to $130.00 per hour.

3. The balance of Section 2 of the Underlying Agreement remains unchanged.

4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #8, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of Client and Company enforceable according to the terms thereof.

5. Authority. Client and Company and each of the persons executing this Amendment #8 on behalf of Client and Company hereby covenants and warrants that: (i) such party has full right and authority

Yamhill County and G-42 Systems, LLC
Page 1 of 2
to enter into this Amendment #8 and has taken all action required to authorize such party (and each person
executing this Amendment #8 on behalf of such party) to enter into this Amendment #8, and (ii) the person
signing on behalf of such party is authorized to do so on behalf of such entity.

6. **Binding Effect.** All of the covenants contained in this Amendment #8 shall be binding upon
and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and
permitted successors and assigns.

7. **Counterparts.** This Amendment #8 may be executed in multiple counterparts, each of which
shall be an original, but all of which shall constitute one and the same Amendment #8.

8. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #8 and
are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #8
on the date indicated by their duly authorized officials.

G-42 Systems, LLC

[Signature]
Andreas Macke, Owner
Date: 12/10/2019

YAMHILL COUNTY
BOARD OF COMMISSIONERS

RICHARD L. “RICK” OLSON, Chair
Date: __________________________

[Signature]
SILAS HALLORAN-STEINER, Director
Department of Health and Human Services
Date: 12/12/19

APPROVED AS TO FORM

By: CHRISTIAN BOENISCH
County Counsel
Hi Mary and Ken,

Attached is an amendment to our agreement with Oregon Family Support Network (OFSN) BO 14-580 retroactive to October 1, 2019. This amendment documents the maximum amount payable of $199,080 for the period of October 1, 2019 through September 30, 2020. This amount is included in our Health and Human Service 2019-2020 Adopted Budget.

OFSN provides medically necessary intensive family support services to families with children who are at risk of out of home placement or reuniting with families after out of home placement and foster or adoptive families who have children experience disruptive placements. OFSN services are part of the Wraparound service array which Family and Youth provides to young people and their families and is part of our Yamhill Community Care Organization (YCCC) funded service delivery system.

I recommend the Board approve this amendment as written. Please let me know if you have any questions.

Carolina/Keri, please place this amendment on the next Board Agenda for approval. Signed originals will be coming over through interoffice mail. Suggested Board Agenda language:

“Approve amendment #6 to the agreement between Yamhill County Health and Human Services and Oregon Family Support Network (BO 14-580) retroactive from October 1, 2019 through September 30, 2020.”

Thanks,

Silas Halloran-Steiner  
Director, Yamhill County Health and Human Services Department  
Phone: (503) 434-7523  
Cell: (503) 435-7572  
Fax: (503) 434-9846  
627 NE Evans  
McMinnville, OR 97128

Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

Our Mission: To promote the public’s physical, emotional and social well-being through services, prevention, education, and partnerships.
SIXTH AMENDMENT TO AGREEMENT
FOR FAMILY SUPPORT SERVICES
OREGON FAMILY SUPPORT NETWORK

THIS SIXTH AMENDMENT TO AGREEMENT ("Amendment #6") is made effective October 1, 2019 between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs ("County") and Oregon Family Support Network ("Contractor"), an Oregon nonprofit corporation, 4275 Commercial Street SE, Suite 180, Salem, OR 97302.

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of September 25, 2014 (the "Underlying Agreement"). The Underlying Agreement is memorialized in Yamhill County records as Board Order ("BO") 14-580. The Underlying Agreement was first amended on July 2, 2015, memorialized as BO 15-234 ("First Amendment"). The Underlying Agreement was further amended on July 31, 2015 BO 15-287 ("Second Amendment"), December 21, 2016 BO 16-514 ("Third Amendment"), May 31, 2018 BO 18-169 ("Fourth Amendment"), and January 15, 2019 BO 18-419 ("Fifth Amendment"). Pursuant to the underlying agreement, Contractor provides medically necessary intensive family support services to families in which children ages 0-19 enrolled in YCCO or Oregon Health Plan (OHP) Open Card are at risk of out of home placement, are reuniting with families after out of home placement, or are foster or adoptive families who have children experiencing disruptive placements. County and Contractor now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

B. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 6 "Payment" of the Underlying Agreement as last amended by Amendment #5 is hereby amended to including the following:

"A. Compensation for Services. Effective October 1, 2019 as compensation for performing the Services required by Section 2, following receipt and approval of billing documents, Contractor shall receive a monthly payment of $16,590.02 on or about the first of the month following the month of service. The maximum amount payable for the performance of Services under this Agreement for the period of October 1, 2019 through September 30, 2020 is $199,080.24. The maximum amount payable under this Agreement is $1,033,412.36."

2. The balance of Section 6 of the Underlying Agreement remains unchanged.

3. The balance of the Underlying Agreement remains unchanged.
4. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #6, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.

5. **Authority.** County and Contractor and each of the persons executing this Amendment #6 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #6 and has taken all action required to authorize such party (and each person executing this Amendment #6 on behalf of such party) to enter into this Amendment #6, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

6. **Binding Effect.** All of the covenants contained in this Amendment #6 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

7. **Counterparts.** This Amendment #6 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #6.

8. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #6 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #6 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**OREGON FAMILY SUPPORT NETWORK**

By: [Signature]  
Date: 12/9/2019

[Sandra Bumpus]  
(printed name)

[Executive Director]  
(title)

Tax ID No.: 93-1114600

**YAMHILL COUNTY, OREGON**

RICHARD L. “RICK” OLSON, Chair  
Board of Commissioners  
Date: 

[Signature]  
(Silas Halloran-Steiner)  
(printed name)

Department of Health & Human Services  
Date: 12/12/15

FORM APPROVED BY:

CHRISTIAN BOENISCH  
County Counsel  
Date: 


Carolina Rook

From: Emily Williams
Sent: Friday, December 13, 2019 3:00 PM
To: Carolina Rook; Keri Hinton
Cc: Tim Svenson; Richard Geist; Christian Boenisch; Nohely Barajas-Montalvo; Ken Huffer; Justin Hogue
Subject: Sheriff's Office - Item for Board Agenda - Agreement with Siemens Industry
Attachments: CtY of Yamhill - 44OP-274574 - Jail PLC_VMS REV FIN 121319 Signed.pdf

Carolina/Keri,

Attached, please find the agreement for services for Siemens Industry, Inc. for the Jail Security and Enhancement Upgrade Project. We request this contract be included on the BOC agenda for the next available meeting.

I request that the fully-executed amendment be provided to me via email for our files and for distribution to the parties.

Suggested language for the Board agenda:

Approval of an agreement for services between Yamhill County and Siemens Industry, Inc. for the PLC/VMS System Upgrade and Installation in the Yamhill County Correctional Facility for a sum not to exceed $1,676,491.00.

Thank you,
Emily

Emily Williams
Executive Assistant to Sheriff Svenson

Yamhill County Sheriff’s Office
535 NE 5th Street, Room 143
McMinnville, OR 97128
williamse@co.yamhill.or.us

P: (503) 434-7506 x6289
F: (503) 472-5330
www.co.yamhill.or.us/sheriff

Visit the Yamhill County Sheriff’s Office on Facebook

*****CONFIDENTIALITY NOTICE*****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.
AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND SIEMENS INDUSTRY, INC.

THIS AGREEMENT for services ("Agreement") is entered into by and between YAMHILL COUNTY, Oregon, a political subdivision of the state of Oregon ("COUNTY"), acting by and through its Yamhill County Sheriff’s Office ("YCSO") and SIEMENS INDUSTRY, INC., a Delaware corporation, operating locally at 15201 NW Greenbrier Parkway, Suite A-4, Beaverton, OR 97006, (the "CONTRACTOR"), whose Federal Employer Identification No. is #J32762488.

<table>
<thead>
<tr>
<th>BRIEF PROJECT DESCRIPTION:</th>
<th>PLC/VMS System Upgrade and Installation (hereinafter referred to as the &quot;PROJECT&quot;).</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL NOT-TO-EXCEED AMOUNT:</td>
<td>$1,676,491.00</td>
</tr>
</tbody>
</table>

WHEREAS, CONTRACTOR submitted a successful proposal in response to a Request for Proposals (RFP #031517) issued by the National Joint Powers Alliance (NJPA), and COUNTY is a member of NJPA and authorized to use the contract awarded to CONTRACTOR for the Project; and

WHEREAS, COUNTY and YCSO require the work, goods, and services described herein, and the CONTRACTOR is willing, skilled, and agrees to provide all goods and perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of Agreement.** This Agreement shall be effective, and services required hereunder shall commence upon the start of the Work (as defined below), or the date the Agreement is executed by both parties, whichever earlier, and shall terminate upon the conclusion and acceptance of the Work, unless otherwise terminated or extended as provided herein.

2. **Consideration.** As consideration for the performance of all terms and conditions set forth in this Agreement, COUNTY shall pay the CONTRACTOR a sum not to exceed $1,676,491.00. COUNTY shall pay the CONTRACTOR within thirty (30) days following the date an invoice is received, reviewed, and approved by COUNTY. COUNTY shall make payments only after receipt, review, and approval of (i) the CONTRACTOR's detailed monthly invoice, and (ii) all reports, designs, certificates, and documents covered by the invoice. If COUNTY fails to pay within forty-five (45) days of such date, the CONTRACTOR may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.

3. **Work to be Performed by the CONTRACTOR.** The CONTRACTOR agrees to perform, to the satisfaction of COUNTY and YCSO, the Work as detailed in the Project's design, plans, and specifications (the "Agreement Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the PLC/VMS System Upgrade and Installation and any related services required by or reasonably inferred from the Agreement Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Agreement) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the CONTRACTOR’s duties herein within the term of the Agreement.

   a. **Additional Work Obligations.** Additional Work obligations of the CONTRACTOR include the following:
i. The CONTRACTOR shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Agreement Documents, including, but not limited to, permits and licenses required for the provision of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The CONTRACTOR shall be responsible for all violations of the law in connection with the Work or caused by obstructing streets, sidewalks, or otherwise. The CONTRACTOR shall give all requisite notices to public authorities. The CONTRACTOR shall pay all royalties and license fees. The CONTRACTOR shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, COUNTY, and its offices, departments, divisions, members, agents, officers, and employees.

ii. The CONTRACTOR shall keep on the Project site for a minimum of two (2) days per week or as deemed necessary by the COUNTY, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to COUNTY and YCSO and who shall represent the CONTRACTOR on the site. Directions given to the superintendent by COUNTY’s authorized representative shall be confirmed in writing provided to the CONTRACTOR by COUNTY.

iii. The CONTRACTOR shall ensure all of CONTRACTOR's staff and subcontractors and subcontractor's staff comply with all correctional facility safety and security procedures and pass any background checks deemed necessary or desirable by COUNTY.

iv. The CONTRACTOR shall prepare, review for compliance with the Agreement Documents, approve, and submit to COUNTY drawings, product data, samples, and similar submittals required by the Agreement Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of COUNTY or of separate contractors.

v. The CONTRACTOR shall confine equipment, storage of materials, and operation of Work to the limits indicated by Agreement Documents, law, ordinances, permits, or directions of COUNTY and YCSO's authorized representative. The CONTRACTOR shall follow COUNTY's authorized representative's instructions regarding use of COUNTY premises, if any.

vi. In addition to abiding by the terms and conditions stated herein, the CONTRACTOR shall abide by and conform to all obligations asserted by the CONTRACTOR in their Response, the Request for Proposals and Contract Award and Acceptance, and Contract Forms attached hereto as Exhibit B and incorporated herein. If any discrepancy exists between a provision in this Agreement and a provision in Exhibit B, the provisions of this Agreement shall prevail.

vii. CONTRACTOR shall provide all hardware, equipment, systems software, and third party software required to successfully complete the Project and the Work hereunder and CONTRACTOR hereby grants COUNTY a nonexclusive, irrevocable, perpetual, worldwide license and right to use of all software and third party software provided as part of the Project and Work hereunder.

b. Compliance with ORS 279B.220/279C.540. If applicable, for all Work provided under this Agreement, the CONTRACTOR shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the COUNTY or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the CONTRACTOR does not pay promptly any claim that is due for the Work furnished to the CONTRACTOR by any subcontractor in connection with this Agreement, COUNTY may pay such claim and charge that payment against any payment due to the CONTRACTOR.
under this Agreement. COUNTY’s payment of a claim does not relieve the CONTRACTOR or its surety, if any, from their obligations for any unpaid claims.

4. **Warranty Work.** Neither the final payment nor any provision of the Agreement Documents shall relieve the CONTRACTOR from responsibility for defective Work and, unless a longer period is specified, the CONTRACTOR shall correct all defects that appear in the Work within a period of one (1) year from the date of issuance of the written notice of Substantial Completion by COUNTY, except for latent defects which will be remedied by the CONTRACTOR at any time they become apparent. COUNTY shall give the CONTRACTOR notice of defects with reasonable promptness. The CONTRACTOR shall perform such warranty work within a reasonable time after COUNTY's demand. If the CONTRACTOR fails to complete the warranty work within such period as COUNTY determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, COUNTY may perform such work and the CONTRACTOR shall reimburse COUNTY all costs of the same within ten (10) days after demand without affecting the CONTRACTOR's obligations.

5. **COUNTY Responsibilities.**

   a. COUNTY shall provide contract administrative services for the Project through COUNTY’s authorized representative. COUNTY's authorized representative may engage and delegate authority to such additional staff and professional and technical consultants as COUNTY deems necessary to assist in performing its administrative tasks. The CONTRACTOR shall direct all Project communications to COUNTY in accordance with the Agreement Documents, or as COUNTY directs in writing.

   b. COUNTY and its designated representatives shall have free access to the Work at all times. The CONTRACTOR shall not carry on Work or services except with the knowledge of COUNTY and its designated representatives. COUNTY may require special inspection or testing of any portion of the Work or services, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the CONTRACTOR from any obligations herein.

   c. Except for permits and fees that are the CONTRACTOR's responsibility under the Agreement Documents, COUNTY shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

6. **Subcontractors.** COUNTY reserves the right to reject any subcontractor proposed that was not included with First-Tier Subcontractor Disclosure Form provided in the CONTRACTOR’s proposal. Further, CONTRACTOR shall not retain a subcontractor to which COUNTY has a reasonable objection. CONTRACTOR shall pay all subcontractors as required by CONTRACTOR's contracts with those subcontractors. CONTRACTOR agrees that COUNTY has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of CONTRACTOR or otherwise ensure that CONTRACTOR makes full and timely payment to those subcontractors for Work or services performed on the Project.

7. **Agreement Modifications.** Unless otherwise stipulated in the Agreement Documents attached hereto, COUNTY may modify this Agreement as follows:

   a. **Minor Changes in the Work.** COUNTY may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Agreement sum or the Agreement time. These minor changes may include details to clarify the Work to be performed. Via e-mail or letter, the CONTRACTOR must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
b. **Change Order Procedures.** Either COUNTY or the CONTRACTOR may initiate a request for proposed changes in Work or services to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in Work or services, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The CONTRACTOR must then sign form and submit it to COUNTY for final approval and authorization.

c. **Amendments.** This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, and COUNTY ordinance. No amendment shall bind either party unless in writing and signed by both parties.

8. **Declaration of the Nature of the Contractual Relationship.** The CONTRACTOR agrees that the CONTRACTOR is an independent contractor and not an employee of or agent of COUNTY. COUNTY shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to properly occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the CONTRACTOR.

9. **Confidentiality.** CONTRACTOR acknowledges that CONTRACTOR may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of COUNTY or YCSO. Any and all (i) COUNTY or YCSO information, (ii) information provided by COUNTY or YCSO and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to CONTRACTOR in the performance of this Agreement shall be deemed to be confidential information of COUNTY and YCSO ("Confidential Information"). Any reports or other documents or items, including software, that result from CONTRACTOR’s use of the Confidential Information are also deemed Confidential Information. CONTRACTOR agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CONTRACTOR uses in maintaining the confidentiality of CONTRACTOR’s own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. CONTRACTOR agrees that, upon termination of this Agreement or at COUNTY’s or YCSO’s request, CONTRACTOR will turn over to COUNTY or YCSO all documents, papers, and other matter in CONTRACTOR’s possession that embody Confidential Information.

10. **Workers' Compensation Provisions.**

a. The CONTRACTOR may employ workers, and if the CONTRACTOR employs workers, the CONTRACTOR shall obtain and at all times, keep in effect Workers' Compensation insurance. The CONTRACTOR represents to COUNTY that it presently maintains coverage sufficient to meet the requirements of Oregon law through The Travelers Indemnity Company, Policy No. TRK-UB-8049X51A-18.

b. The parties hereto specifically agree that this Agreement will render the CONTRACTOR and the CONTRACTOR's employees, if any, ineligible for benefits under ORS 656.029 and that COUNTY shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the CONTRACTOR or the CONTRACTOR's employees.

c. The CONTRACTOR knowingly waives any rights, as against COUNTY, under the Workers' Compensation Law.
d. The CONTRACTOR agrees that all employers, working under this Agreement, including but not limited to the CONTRACTOR, are “subject employers” as defined in ORS 656.005, that will comply with ORS 656.017.

e. Any contractors or subcontractors who are not subject workers under ORS 656.027 who will provide Work or services under this Agreement agree to either elect workers' compensation coverage under ORS 656.128 or specifically release COUNTY from any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the contractors or subcontractors were subject workers under ORS 656.027.

11. Indemnification. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, save, and hold harmless the COUNTY and its officers, employees, and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the CONTRACTOR, its subcontractors and any of its officers, agents, or employees performing under this Agreement. The CONTRACTOR shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Agreement.

a. Environmental Contamination. The CONTRACTOR will be held responsible for and shall indemnify, defend, and hold harmless the COUNTY and any department or office of the COUNTY from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks, and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Agreement which occur as a result of, or are contributed to, the negligence or actions of CONTRACTOR or its personnel, agents, or subcontractors, or any failure to perform in accordance with the Agreement Documents (except to the extent otherwise void under ORS 30.140).

b. Infringement. CONTRACTOR shall defend COUNTY against any claim, demand, suit, or proceeding made or brought against COUNTY by a third party alleging that the use of the purchased products, Work, or services as performed or permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a “Claim”) and shall indemnify, save, and hold harmless COUNTY for any related damages, attorney fees, and costs incurred by COUNTY as a result of, and for amounts paid by COUNTY as a result of, any Claim; provided that COUNTY (a) promptly give CONTRACTOR written notice of the Claim; (b) give CONTRACTOR sole control of the defense and settlement of the Claim (provided that CONTRACTOR may not settle any Claim unless the settlement unconditionally releases COUNTY of all liability); and (c) provide to CONTRACTOR all reasonable assistance, at CONTRACTOR’s expense. In the event of a Claim, or if CONTRACTOR reasonably believes the purchased products, Work, or services performed hereunder may infringe or misappropriate, CONTRACTOR may in its reasonable discretion and at no cost to COUNTY (i) modify the purchased products, Work, or services performed hereunder so that they no longer infringe or misappropriate, (ii) obtain a license for COUNTY’s continued use of the purchased products, Work, or services in accordance with this Agreement, or (iii) terminate COUNTY’s use upon 30 days’ written notice and refund to COUNTY any fees covering the remainder of the term of such COUNTY license use subscriptions after the effective date of termination.

c. Granting of Authority Required. Neither the CONTRACTOR nor any attorney engaged by the CONTRACTOR shall defend the claim in the name of the COUNTY or any department or office of the COUNTY, nor purport to act as legal representative of the COUNTY or any of its departments or offices without first receiving from the COUNTY’s legal counsel authority to act as legal counsel for the COUNTY, nor shall the CONTRACTOR settle any claim on behalf of the COUNTY without the
approval of the COUNTY’s legal counsel. The COUNTY may, at its election and expense, assume its own defense and settlement.

12. Insurance.

a. General Liability. The CONTRACTOR shall obtain, and at all times keep in effect, commercial general liability insurance covering activities and operations of the CONTRACTOR. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products, and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300, which includes the following minimum limits, or the minimum limits stated below, whichever is higher:

(1) $2 million to any single claimant, and $4 million to all claimants, for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.

(2) $2 million for any single claimant for all claims arising out of a single accident or occurrence; and

(3) $4 million for any number of claims arising out of a single accident or occurrence.

The CONTRACTOR has obtained insurance required by this section through Policy No. GLD11101-10, written by HDI Global Insurance Company.

b. Professional Liability. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than $2,000,000, to protect against all loss suffered by COUNTY or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project, Work, or services provided under the Agreement.

The CONTRACTOR has obtained insurance required by this section through __________________________

c. Automobile Liability Insurance. The CONTRACTOR shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of Work and services under this Agreement. 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 shall include the following minimum limits: $4 million (for all claimants for claims arising out of a single accident or occurrence) for all bodily injury, death, and property damage, for any number of claims arising out of a single accident or occurrence.

i. The CONTRACTOR has obtained insurance required by this section through Policy No. TC2J-CAP-7440L34A-18, written by Travelers Property Casualty Co. of America.


i. All insurance policies shall be written on an occurrence basis and be in effect for the entire term of this Agreement. Written authorization from the COUNTY is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Agreement plus for three (3) years after the termination of this Agreement.

ii. Insurance coverage shall apply on a primary and non-contributory basis.
iii. Prior to commencing Work or services, the CONTRACTOR shall furnish current Certificate(s) of Insurance for all required insurance to COUNTY. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the COUNTY, and its departments and offices, and its officers, employees, agents, and volunteers are additional insureds with respect to the CONTRACTOR's Work and services provided under this Agreement and that there shall be no cancellation, termination, or non-renewal of the required insurance without at least thirty (30) days written notice from the CONTRACTOR or its insurer to COUNTY. If requested by COUNTY, complete copies of insurance policies shall be made available for inspection by representatives of COUNTY.

e. **Policy Changes.** In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the CONTRACTOR shall immediately notify COUNTY orally and in writing within three (3) business days.

13. **Termination.**

a. **COUNTY’s Termination for Convenience.** COUNTY may terminate this Agreement in whole or in part whenever COUNTY determines that termination of the Agreement is in the best interest of COUNTY. COUNTY will provide the CONTRACTOR with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. After such notice, the CONTRACTOR shall provide COUNTY with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall CONTRACTOR be entitled to lost profits for Work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

b. **COUNTY’s Termination for Cause.** COUNTY may immediately terminate this Agreement without liability or penalty for any of the following causes by the mailing of written notice to the CONTRACTOR at the CONTRACTOR’s address provided herein, specifying the cause:

i. The CONTRACTOR breaches any of the provisions of this Agreement. The CONTRACTOR shall be liable for any and all damages suffered by COUNTY as the result of the CONTRACTOR’s Breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;

   (1) In the event of breach for unsatisfactory performance or nonperformance, the COUNTY Board of Commissioners is the sole judge of the CONTRACTOR’s unsatisfactory performance or nonperformance.

ii. The CONTRACTOR no longer holds all licenses or certificates that are required to perform the Work or services required under this Agreement;

iii. The COUNTY lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the COUNTY, in the exercise of its reasonable discretion, to pay for the CONTRACTOR's Work or services; or

iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the Work or services under this Agreement are prohibited or the COUNTY is prohibited from paying for such Work or services from the planned funding source.
c. The CONTRACTOR’s Termination for Cause. The CONTRACTOR may terminate this Agreement for cause if COUNTY fails to pay the CONTRACTOR pursuant to this Agreement. The CONTRACTOR may also terminate this Agreement for cause if COUNTY commits any material breach or default of any covenant, warranty, obligation, or agreement under this Agreement and such breach or failure is not cured within thirty (30) calendar days after delivery of the CONTRACTOR’s notice, or such longer period as the CONTRACTOR may specify in such notice.

d. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement. COUNTY may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

14. Limitation of Liability. CONTRACTOR’s maximum liability to COUNTY under this Agreement, under any theory of recovery, whether based in contract, in tort (including negligence and strict liability), under warranty, indemnity, or otherwise shall not exceed $5,000,000.

15. 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 of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

16. Records Maintenance; Access. The CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the CONTRACTOR shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the CONTRACTOR’s performance hereunder. The CONTRACTOR acknowledges and agrees that the COUNTY, the Oregon Secretary of State’s Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the CONTRACTOR for a minimum of ten (10) years (except as required longer by 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.

17. Assignment; Delegation; Successors. The CONTRACTOR shall not assign, delegate, nor transfer any of its rights or obligations under this Agreement without COUNTY’s prior written consent. COUNTY’s written consent does not relieve the CONTRACTOR of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the CONTRACTOR's agent. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

18. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the 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.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification, or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
20. **Compliance with Applicable Laws.** The CONTRACTOR shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of goods and/or services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

21. **Compliance with Oregon Procurement Statutes.** If applicable, the CONTRACTOR shall comply with the following statutory regulations:

a. The CONTRACTOR shall make payment promptly, as due, to all persons supplying to the CONTRACTOR labor or material for the performance of the work provided for in this Agreement. ORS 279C.505 (1)(a).

b. The CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR or subcontractor incurred in the performance of this Agreement. ORS 279C.505 (1)(b).

c. The CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished. ORS 279C.505 (1)(c).

d. The CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617.

e. The CONTRACTOR shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the CONTRACTOR shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).

f. The CONTRACTOR shall promptly pay, as due, all persons supplying labor and services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Agreement as the claim becomes due. If the CONTRACTOR fails to pay any such claim, COUNTY may pay the claim and charge the payment against the funds due or to become due the CONTRACTOR by reason of the Agreement, pursuant to ORS 279C.515(1).

g. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from COUNTY, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the ten (10) day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

h. The CONTRACTOR shall make payment to any person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from COUNTY or the CONTRACTOR, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the contracting agency or from the CONTRACTOR, but the rate of interest may not exceed thirty (30) percent. The amount of interest may not be waived. ORS 279C.515(2).
i. If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3)

j. The CONTRACTOR shall comply with all applicable provisions of federal, state, or local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under the Agreement. ORS 279C.525

k. The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums that the CONTRACTOR agrees to pay for the services and all moneys and sums that the CONTRACTOR collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).

l. If the CONTRACTOR is a subject employer, the CONTRACTOR will comply with ORS 656.017. ORS 279C.530(2).

m. No person shall be employed by the CONTRACTOR for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of forty (40) hours a week and for work performed on any legal holiday specified in ORS 279C.540.

n. The CONTRACTOR shall comply with maximum hours of work, holidays, and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.

o. The CONTRACTOR shall comply with ORS 279C.550 through 570 regarding withholding of retainage. The withholding of retainage by the CONTRACTOR or subcontractor shall be in accordance with ORS 701.420 and 701.430.

p. The CONTRACTOR shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.

q. The CONTRACTOR shall include in each subcontract for property or services entered into by the CONTRACTOR and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: a payment clause that obligates the CONTRACTOR to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the CONTRACTOR by the contracting agency under the Agreement; and an interest penalty clause that obligates the CONTRACTOR, if payment is not made within thirty (30) days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the CONTRACTOR's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.

r. The CONTRACTOR shall comply with ORS 279C.605 regarding Notice of Claim.

22. Certification of Compliance with ORS 279A.112. The individual signing this Agreement on behalf of the CONTRACTOR certifies that the CONTRACTOR has a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class that complies with
the requirements of ORS 279A.112(2)(b). The undersigned further certifies that the CONTRACTOR will maintain said policy and practice it in full force and effect throughout the entire term of this Agreement.

23. **Prevailing Wage Regulations.** This Agreement may be subject to the Prevailing Wage Regulations. If so, this Agreement will be subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference, with the same force and effect as though fully set forth herein, and is available at the following web link: [https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx](https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx)

- Prevailing Wage Rates for Public Works Contracts in Oregon issued October 2019.
- Prevailing Wage Rates Apprenticeship Rates issued October 2019.

a. The CONTRACTOR shall provide COUNTY with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010.

b. The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)

c. Workers employed under this Agreement shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)

d. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)

e. If the CONTRACTOR fails to pay for labor and services, COUNTY can pay for them and withhold these amounts from payments to the CONTRACTOR. ORS 279C.515; OAR 839-025-0020(2)(a)

f. The CONTRACTOR must pay daily, weekly, weekend, and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)

g. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)

h. The CONTRACTOR must make prompt payment for all medical services for which the CONTRACTOR has agreed to pay, and for all amounts for which the CONTRACTOR collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)

i. The CONTRACTOR must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)

j. The CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Agreement.

24. **Foreign Contractor.** If the CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, the CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Agreement. COUNTY shall withhold final payment under this Agreement until the CONTRACTOR has met this requirement.
25. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the COUNTY (and/or any other agency or department of COUNTY) and the CONTRACTOR that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The CONTRACTOR hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs, and disbursements at all times including appeals.

26. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

a. **COUNTY's Contact Information**

   Captain Rich Geist
   Yamhill County Sheriff’s Office
   Yamhill County Correctional Facility
   535 NE 5th Street
   McMinnville, OR 97128
   (503) 474-6898 / (503) 434-7331
   geistr@co.yamhill.or.us

b. **CONTRACTOR's Contact Information**

   Andrew Krynen
   Vice President
   10100 Willow Creek Rd.
   San Diego, CA 92131
   Andrew.Krynen@siemens.com

27. **Tax Certification.** The individual signing this Agreement on behalf of the CONTRACTOR certifies under penalty of perjury both individually and on behalf of the CONTRACTOR that he or she is authorized to act on behalf of the CONTRACTOR and that the CONTRACTOR is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).

28. **Survival.** All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

29. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

30. **Certification of reading and understanding of documents; Precedence.** The CONTRACTOR certifies it has read and fully understands all Agreement Documents including the solicitation documents and terms and conditions. The CONTRACTOR understands and acknowledges that in signing this Agreement the
CONTRACTOR waives all rights to plead any misunderstandings regarding the same. In the event of a discrepancy or inconsistency between CONTRACTOR's Proposal or any other contract document including this Agreement, this Agreement shall take precedence.

31. Exhibits and Recitals. All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below.

YAMHILL COUNTY
BOARD OF COMMISSIONERS:

Commissioner RICHARD OLSON

Commissioner MARY STARRETT

Commissioner CASEY KULLA

Date: ______________

YAMHILL COUNTY SHERIFF'S OFFICE:

Sheriff TIM SVENSON

Date: 12/13/2019

FORM APPROVED BY:

Christian Boenisch, County Counsel

Date: ______________

SIEMENS INDUSTRY, INC.

DocSigned by:  

Vice President ERIC ACKERMANN

Date: 12/13/2019
Exhibit A

(see attached)
Siemens Industry, Inc.

Date: August 20, 2019

To: Sheriff Tim Svenson
Support Services Division
Yamhill County Sheriff’s Office
535 E. 5th St.
McMinnville, Oregon 97128

Project: Yamhill County Jail PLC/VMS System Upgrade Proposal
Contract: NJPA/Sourcewell 031517-SIE Cooperative Purchasing Agreement

Siemens Industry, Inc. (SI) is pleased to provide the following NJPA/Sourcewell Budget for the above referenced project. This proposal is based upon the site visit and replacement of the GE90-30 PLC control system, and the installation of 109 cameras (replacing existing) throughout the prison. This project will be sourced using the NJPA/Sourcewell contract. At the request of Yamhill County, we have selected to partner with Accurate Electric Unlimited for the PLC/HMI portion of the project, and Farnham Electric for the camera installation given their extensive knowledge of the existing facility and knowledge of the building.

Base Cost PLC Replacement VMS/Camera Replacement: $1,593,218
Customer Request for ATIMS JMS and Lighting Integration: $83,273
TOTAL: $1,676,491

Existing Conditions at Yamhill County Jail
The jail security system controls and monitors all the movement and cell doors, the Closed Circuit Television (CCTV) camera system, and intercom communications system. These separate systems were integrated where operational use provided simple functions. Selecting an intercom ‘call in’ establishes a communication path and allowed the decision to open the door by the Deputy from a Touch Screen computer station.

The existing intercom system is an analog system comprised of 366 speakers and remote intercom units. The CCTV system was originally integrated for camera call ups when a door was selected on a touch screen, currently this feature is non-operational.

The existing system is no longer manufactured or supported. The current system is a security risk to operational staff and deputies, and the CCTV system provides limited high quality images of both live and recorded surveillance footage.
Siemens Industry, Inc.

This budget addresses the replacement of the current system with a new touch screen system, new intercom system, and integrated into a new IP CCTV system into a seamless front end. The proposed new system is ‘open-source’ with ‘off the shelf’ equipment. The software is also non-proprietary and available to authorized entities.

Proposed Replacement of Existing System
Detention Security Electronic and Control Systems have matured into a clearly definable control system. Jail security systems are now specifically designed and manufactured for detention facilities. It was common in previous years to see system operational use to be limited to several days, then a failure, which required a service response to remedy and bring back into service.

Our solution has standardized on detention grade vendors providing qualified systems for integration in jail security system retrofits. All of the items proposed have specifically designed their systems to ‘re-use’ existing cabling infrastructure and utilize state of the art Ethernet communications. Our solution proposes our own custom built computers for the control stations and server. Yamhill County will require one (1) workstation installed at main control room, with additional “client” workstations that will enable other users to access the system. The technicians for your project are experienced detention technicians in 65 facilities on the west coast.

Our solution proposes to utilize Indusoft for our Human Machine Interface (HMI) software platform. It is a server-based specialty software where the individual screens will represent the floor plans of the jail, then program specialty icons for door control and status, camera control, intercom control, and ancillary control of cell area lights, telephones, or TV’s. Indusoft is an industry leader in the industry for jail control systems.

The Programmable Logic Controller (PLC) is the computer that translates the analog field wiring from the cell door locks to the computer controls. The solution is standardized on the Modicon M340 series PLC’s and there are multiple projects now using this PLC. Cost effective, compact, fast, and powerful with a very high Mean Time Between Failures (MTBF) measured at 50K hours or more.

The intercom system we are proposing is the Harding Instruments DXL system. This system has become an industry standard for jail intercom and control systems as it remains the only detention rated digital intercom system. Developed in the late 1990’s, the Pierce County Jail in Washington State had one of the first systems installed in 2002-2003 and is still in use today.

Each touch screen computer control station will have an audio ‘master station’ for intercom communications. Each computer and touch screen will be located in the control rooms using a standard desk top mount for the LCD touch screen monitor. The camera system to be installed throughout the jail will be Sony camera hardware, using the ONSSI Ocularis VMS. We have also provided a proven, tested middleware, to integrate the ONSSI VMS with the Indusoft HMI system for seamless camera call-ups.
Siemens Industry, Inc.

The proposed system will be integrated into one operational and integrated touch screen control system. The main control screen in the control room will provide touch screen stations developed with selected Yamhill County staff for functions and features of each station. When completed, each function and feature will respond to a touch screen command in 250 milliseconds or less.

The 109-camera CCTV system to be installed will consist of a mix of multiple camera types, including 4K cameras, 360° cameras, PTZ cameras, and high resolution megapixel fixed cameras, reporting back to 144TB long term storage appliances. All of the cameras being installed as a part of this project exceed the standard detention grade requirements for housings, tamper, and mounting hardware. These cameras shall replace the existing analog cameras installed throughout the jail to provide reliable, clear images, with easy to retrieve data and continuous live streams at the control center, as well as other locations within this facility. We intend to demo/remove out the old cable in the ceiling that are no longer being used.

Phased Inmate Movement

Siemens will be working closely with the Jail Commander to provide a phased approach, specifically from an inmate logistics standpoint. It is the expectation that while certain cell blocks are closed to inmates, all work including the PLC/HMI system as well as the new cameras and VMS, will be complete and fully operational prior to moving inmates back into their respective blocks. Below is a sample schedule of what a phased approach would look like, and will be co-authored for timeline and project schedule between the County and Siemens.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>Project Design and Submittals</td>
<td>45 Days</td>
</tr>
<tr>
<td>Phase 2</td>
<td>County Approval of Design and Changes</td>
<td>30 Days</td>
</tr>
<tr>
<td>Phase 4</td>
<td>Material Procurement</td>
<td>45 Days</td>
</tr>
<tr>
<td>Phase 5</td>
<td>Initial Installation of Base System</td>
<td>10 Days</td>
</tr>
<tr>
<td>Phase 3</td>
<td>Perform SOW in first quadrant of the jail</td>
<td>15 Days</td>
</tr>
<tr>
<td>Phase 5</td>
<td>Perform SOW in second quadrant of the jail</td>
<td>15 Days</td>
</tr>
<tr>
<td>Phase 6</td>
<td>Perform SOW in third quadrant of the jail</td>
<td>15 Days</td>
</tr>
<tr>
<td>Phase 7</td>
<td>Perform SOW in fourth quadrant of the jail</td>
<td>15 Days</td>
</tr>
<tr>
<td>Phase 8</td>
<td>Perform ATIMS and Lighting Control Integration</td>
<td>15 Days</td>
</tr>
<tr>
<td>Phase 9</td>
<td>Project Closeout and Punchlist Items</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

Scope of Work
1. Provide and install new Indusoft HMI PLC System.
2. Integrate Indusoft HMI PLC to link to ATIMS JMS to show inmate information on PLC.
3. Integrate Industoft HMI PLC to integrate with lighting control system.
4. Provide and install (3) PLC touch-screen workstations.
5. Provide and install (109) Cameras and (109) ONSSI camera licenses, based upon existing camera locations.
6. Integrate cameras to PLC for camera call-ups through C2P software.
7. Provide and install (3) 48 Terabyte VMS Storage Appliance (144TB total storage).
8. Provide record drawings for PLC and CCTV systems.
9. Demo existing unused cabling in jail area and remove existing cameras.

**Bill of Materials**

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ocularis Enterprise Base License</td>
</tr>
<tr>
<td>109</td>
<td>Ocularis Enterprise Camera License</td>
</tr>
<tr>
<td>40</td>
<td>Indoor Camera, Ultra WDR, 1080p, 30fps/3stream, IK10.</td>
</tr>
<tr>
<td>11</td>
<td>Outdoor Camera HD PTZ, 1080p</td>
</tr>
<tr>
<td>20</td>
<td>Outdoor Camera, Ultra WDR, 1080p, 30fps/3stream, IK10, IP66, IR</td>
</tr>
<tr>
<td>20</td>
<td>Indoor Camera, COLR IP 1.6MM FIXED LENS 12MP 360-DEGREE</td>
</tr>
<tr>
<td>10</td>
<td>Outdoor IR Ruggedized Camera 1080p/60 fps</td>
</tr>
<tr>
<td>8</td>
<td>AXIS Q8414-LVS Stainless Steel Cell Camera</td>
</tr>
<tr>
<td>3</td>
<td>XNVR 300i Series, 2U 12 Bay, 48TB, Server 2012STD-R2</td>
</tr>
<tr>
<td>1</td>
<td>C2P Integration</td>
</tr>
<tr>
<td>4</td>
<td>HP 2TB Workstation</td>
</tr>
<tr>
<td>4</td>
<td>22” LED Touchscreen Monitor</td>
</tr>
<tr>
<td>2</td>
<td>Harding DXL, DCC</td>
</tr>
<tr>
<td>4</td>
<td>Harding DXL, DCC, 16 stations</td>
</tr>
<tr>
<td>8</td>
<td>Talkback Amplifier 8x5, 40watts</td>
</tr>
<tr>
<td>1</td>
<td>Page Zone Expander 3x6 = 18zones</td>
</tr>
<tr>
<td>8</td>
<td>Talkback Amplifier 10ft Cable</td>
</tr>
<tr>
<td>14</td>
<td>Station to Intercom SCC Cable 10ft</td>
</tr>
<tr>
<td>14</td>
<td>SCC Termination boards</td>
</tr>
<tr>
<td>2</td>
<td>IP TMM Master (Master Station)</td>
</tr>
<tr>
<td>5</td>
<td>Privacy Station (IC)</td>
</tr>
<tr>
<td>8</td>
<td>Intercom Station Connectors -25/pk</td>
</tr>
<tr>
<td>120</td>
<td>Intercom Station, Custom</td>
</tr>
<tr>
<td>3</td>
<td>MIDDLE ATLANTIC, 19” RACK, 5 ft,</td>
</tr>
<tr>
<td>3</td>
<td>TRIPLITE SMART1500RM2U</td>
</tr>
<tr>
<td>16</td>
<td>24 VDC POWER SUPPLY</td>
</tr>
<tr>
<td>5</td>
<td>MODICON CONTROLLER M221-321O</td>
</tr>
<tr>
<td>5</td>
<td>SD MEMORY CARD M2XX</td>
</tr>
<tr>
<td>5</td>
<td>TM3-16 INPUTS HE10 (PLC)</td>
</tr>
<tr>
<td>8</td>
<td>TM3-32 INPUTS HE10 (PLC)</td>
</tr>
<tr>
<td>22</td>
<td>TM3-16 OUT RELAYS (PLC)</td>
</tr>
<tr>
<td>25</td>
<td>PHOENIX TERMINAL BLOCK, BK</td>
</tr>
<tr>
<td>25</td>
<td>PHOENIX TERMINAL BLOCK, RD</td>
</tr>
<tr>
<td>650</td>
<td>PHOENIX TERMINAL BLOCK, GY</td>
</tr>
<tr>
<td>16</td>
<td>PHOENIX END BLOCK</td>
</tr>
<tr>
<td>5</td>
<td>DIN RAIL 2000MM X 7 5MM</td>
</tr>
<tr>
<td>30</td>
<td>Intercom cable, 1K each</td>
</tr>
<tr>
<td>30</td>
<td>Control Cable, 6 C, 1K each</td>
</tr>
<tr>
<td>1</td>
<td>Misc cable hardware</td>
</tr>
<tr>
<td>5</td>
<td>Cat 6 Cable, 1K each</td>
</tr>
</tbody>
</table>
Clarifications
1. Siemens will furnish system shop drawings for areas and schematics affected by new equipment. Yamhill County to provide .dwg backgrounds for drawings.
2. Pricing includes project management for the duration of the tentative project schedule.
3. Pricing includes one (1) year warranty on materials and workmanship.
4. Materials pricing is for the extent of the tentative project schedule.
5. Siemens will provide turnkey installation, including all electrical requirements, field devices, cabling, termination, programming, and commissioning.
6. Siemens and all Siemens subcontractors will comply with all jail safety and security procedures, and all Siemens staff working onsite will participate in the background check and badging process.
7. Yamhill County IT to provide IP addresses for network items prior to material procurement. (Siemens will provide list of network devices requiring IP addresses with engineered drawings)

Inclusions
1. Labeling of any wire, cables and/or patch cords.
2. Provision or installation of wire, fiber, electrical distribution components, conduit and boxes.
3. Installation of system control cabinets, panels and field devices for all related equipment.
4. Provision and installation of all camera components, VMS licenses, and 3rd party integration software between PLC and VMS system.
5. Termination and trim of all devices unless otherwise noted above.
6. Video storage appliance to provide 90 days storage of surveillance images.
7. Server and workstation for PLC/HMI control software and camera viewing.

Exclusions
1. Static IP addresses and network connectivity
2. Power over Ethernet switches, patch panels, fiber optic connections, network racks, network accessories
Proposal submitted by:

Bud Ferrigno  
Sr. Account Manager  
Siemens Industry, Inc.  
Bud.Ferrigno@siemens.com  
503-869-0767 mobile
Exhibit B

(see attached)
National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

RFP Opening
MARCH 16, 2017
8:30 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #031517

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

RFP Timeline

January 26, 2017
Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of The State within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

February 21, 2017
10:00 a.m. CT
Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.

March 8, 2017
Deadline for RFP questions.

March 15, 2017
4:30 p.m. CT
Deadline for Submission of Proposals. Late responses will be returned unopened.

March 16, 2017
8:30 a.m. CT
Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.
TABLE OF CONTENTS

1. DEFINITIONS
   A. Contract
   B. Proposer
   C. Sourced Good of Open Market Item
   D. Vendor

2. ADVERTISEMENT OF RFP

3. INTRODUCTION
   A. About NJPA
   B. Joint Exercise of Powers Laws
   C. Why Respond to a National Cooperative Procurement Contract
   D. The Intent of This RFP
   E. Scope of This RFP
   F. Expectations for Equipment/Products and Services Being Proposed
   G. Solutions Based Solicitation

4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
   A. Inquiry Period
   B. Pre-Proposal Conference
   C. Identification of Key Personnel
   D. Proposer’s Exceptions to Terms and Conditions
   E. Proposal Format
   F. Questions & Answers About This RFP
   G. Modification or Withdrawal of a Submitted Proposal
   H. Proposal Opening Procedure
   I. NJPA’s Rights Reserved

5. PRICING
   A. Line-Item Pricing
   B. Percentage Discount From Catalog or Category
   C. Cost Plus a Percentage of Cost
   D. Hot List Pricing
   E. Ceiling Price
   F. Volume Price Discounts/Additional Quantities
   G. Total Cost of Acquisition
   H. Sourced Equipment/Products/Open Market Items
   I. Price and Product Changes
   J. Payment Terms
   K. Sales Tax
   L. Shipping

6. EVALUATION OF PROPOSALS
   A. Proposal Evaluation Process

B. Proposer Responsiveness
C. Proposal Evaluation Criteria
D. Other Consideration
E. Cost Comparison
F. Marketing Plan
G. Certificate Of Insurance
H. Order Process and/or Funds Flow
I. Administrative Fees
J. Value Added
K. Waiver of Formalities

7. POST AWARD OPERATING ISSUES
   A. Subsequent Agreements
   B. NJPA Member Sign-up Procedure
   C. Reporting of Sales Activity
   D. Audits
   E. Hub Partner
   F. Trade-Ins
   G. Out of Stock Notification
   H. Termination of a Contract resulting from this RFP

8. GENERAL TERMS AND CONDITIONS
   A. Advertising a Contract Resulting From This RFP
   B. Applicable Law
   C. Assignment of Contract
   D. List of Proposers
   E. Captions, Headings, and Illustrations
   F. Data Practices
   G. Entire Agreement
   H. Force Majeure
   I. Gratuities
   J. Hazardous Substances
   K. Licenses
   L. Material Suppliers and Sub-Contractors
   M. Non-Wavier of Rights
   N. Protests of Awards Made
   O. Suspension or Disbarment Status
   P. Affirmative Action and Immigration Status Certification
   Q. Severability
   R. Relationship of Parties

9. FORMS

10. PRE-SUBMISSION CHECKLIST

11. PRICE & PRODUCT CHANGE REQUEST FORM

12. APPENDIX A
1 DEFINITIONS

A. CONTRACT
   Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the
   Proposer’s response pursuant to this RFP, and a fully executed Form E (“Acceptance and Award”) with
   final terms and conditions. Form E will be executed after a formal award and will provide final clarification
   of terms and conditions of the award.

B. PROPOSER
   A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also
   use the terms “respondent” or “proposed Vendor,” which is interchangeable with Proposer as the context
   allows.

C. SOURCED GOOD or OPEN MARKET ITEM
   A Sourced Good or Open Market Item is a product within the RFP’s scope 1) that is not currently available
   under the Vendor’s NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor,
   and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR
   A Proposer whose response has been awarded a contract pursuant to this RFP.
2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon’s Daily Journal of Commerce, South Carolina’s The State and Utah’s Salt Lake Tribune; 3) on NJPA’s website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA’s Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states “Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…” This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:
3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10 National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA’s primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA’s discretion and results from NJPA’s contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor’s request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA’s Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
3.11.3 Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;

3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In the overall context of FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES, this solicitation should be read to include, but not to be limited to:

3.17.1.1 Systems for surveillance, access control, intrusion/breach detection, fire detection and warning, fire suppression, vehicle barrier control, building automation, security gate control, and (where applicable) monitoring services associated with such systems.
NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation is not intended to include earthquake detection, monitoring, or warning, and respondents must not propose more than an incidental offering of security guard services.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor’s interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.
3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.
3.27 **Minimum Contract Value**: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 **Contract Availability**: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 **Proposer’s Commitment Period**: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

**F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED**

3.31 **Industry Standards**: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 **Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 **Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

- **3.31.2.1** demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;
- **3.31.2.2** identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and
- **3.31.2.3** differentiate equipment/products and services from other industry manufacturers and providers.

3.32 **New Current Model Equipment/Products**: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.33 **Compliance with laws and standards**: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 **Delivered and operational**: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.35 **Warranty**: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment...
should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.36 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

**G. SOLUTIONS-BASED SOLICITATION**

**3.37** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

**4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**

**A. INQUIRY PERIOD**

**4.1** The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

**B. PRE-PROPOSAL CONFERENCE**

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

**C. IDENTIFICATION OF KEY PERSONNEL**

**4.3** Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

**4.4** These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

**D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS**
4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, *Exceptions To Proposal, Terms, Conditions And Solutions Request*.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA’s proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “Hold for Proposal Opening,” and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.
Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

Submit all questions about this RFP, in writing, referencing FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

Sealed and properly identified responses for this RFP entitled FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN
56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer’s names aloud and will determine whether each submission has met Level-1 responsiveness.

I. **NJPA’S RIGHTS RESERVED**

**4.24** NJPA may exercise the following rights with regard to the RFP.

- **4.24.1** Reject any and all proposals received in response to this RFP;
- **4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;
- **4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;
- **4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;
- **4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;
- **4.24.6** Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;
- **4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;
- **4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and
- **4.24.9** Extend proposal due dates.

**5 PRICING**

**5.1** NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $55 Million.** Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.
5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.
D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor’s line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as “Sourced Products/Equipment” or “Open Market Items” on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.
5.28 “Cost plus a percentage” pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY effective 02-12-2016.”

5.32 The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

   5.35.1 Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

   5.35.2 Price increases: A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.
K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor’s shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor’s profit, NJPA may reduce the points awarded in the “Pricing” criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.
A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- **6.6.1** is received before the deadline for submission or it will be returned unopened;
- **6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- **6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- **6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- **6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may
help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength
6.8.2 Industry Requirements and Marketplace Success
6.8.3 Ability to Sell and Deliver Service Nationwide
6.8.4 Marketing Plan
6.8.5 Other Cooperative Procurement Contracts
6.8.6 Value-Added Attributes
6.8.7 Payment Terms and Financing Options
6.8.8 Warranty
6.8.9 Equipment/Products/Services
6.8.10 Pricing and Delivery
6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer’s proper response to a request for information or products.
6.14 A Proposer’s past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer’s current response. Past performance includes the Proposer’s record of conforming to published specifications and to standards of good workmanship, as well as the Proposer’s history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A “Market Basket” of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the “Market Basket” from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer’s marketing plan is a critical component of the RFP response. An awarded Vendor’s sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract’s success. Marketing success depends on communicating the contract’s value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor’s sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers’ responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically and geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers’ response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.
6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer’s Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer’s website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or
assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, $1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of $1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.
6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer’s response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE–ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.
**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

### K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

### POST-AWARD OPERATING ISSUES

#### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance...
bonding required by the Member, the Member’s state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorizing, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA’s contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days’ notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a “Hub Partner” for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS
7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.
7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days’ written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8.1 ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA’s solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA’s solicitation process satisfies the procurement rules in the Member’s jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

     8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA’s liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.
8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA’s national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA’s property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT
This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented due to force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

K. LICENSES

The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer’s response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party’s right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

And protests must be filed with NJPA’s Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.
8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party’s argument and supporting documentation;

8.25.8 The aggrieved party’s statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party’s statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the
power to oblige the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]
Form A

PROPOSER QUESTIONNAIRE - General Business Information
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Proposer Name: ____________________________ Questionnaire completed by: ________________________________

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____________________________________   E-Mail address: _______________________________________

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES industry.

3) Provide a detailed description of the products and services that you are offering in your proposal.

4) What are your company’s expectations in the event of an award?

5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.

6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?

7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

   a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

   b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.

11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

**Industry Recognition & Marketplace Success**
12) Describe any relevant industry awards or recognition that your company has received in the past five years.

13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity’s name, contact person, and phone number.

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

**Proposer’s Ability to Sell and Deliver Service Nationwide**

18) Describe your company’s capability to meet NJPA Member’s needs across the country. Your response should address at least the following areas.

   a)  Sales force.
   b)  Dealer network or other distribution methods.
   c)  Service force.

   Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
   b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

**Marketing Plan**

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

**Value-Added Attributes**

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

**NOTE:** Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: __________________________________________ Date: __________________________
Form B

PROPOSER INFORMATION

Company Name: ____________________________________________________________________________
Address: ________________________________________________________________________________
City/State/Zip: ___________________________________________________________________________
Phone: ___________________________ Fax: ___________________________
Toll-Free Number: ___________________________ E-mail: ___________________________
Website Address: __________________________________________________________________________

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _________________________________________________________________________________
Email: _____________________________________ Phone: ___________________________________
The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____________________________________ Title: _____________________________________
Email: _____________________________________ Phone: ___________________________________

Who is your company’s primary contact person for this proposal?

Name: _____________________________________ Title: _____________________________________
Email: _____________________________________ Phone: ___________________________________

Other important contact information

Name: _____________________________________ Title: _____________________________________
Email: _____________________________________ Phone: ___________________________________
Name: _____________________________________ Title: _____________________________________
Email: _____________________________________ Phone: ___________________________________
Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer’s response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

<table>
<thead>
<tr>
<th>Section/page</th>
<th>Term, Condition, or Specification</th>
<th>Exception</th>
<th>NJPA ACCEPTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposer’s Signature: ________________________________ Date: ________________

NJPA’s clarification on exceptions listed above:


FORM D

**Formal Offering of Proposal**
(To be completed only by the Proposer)

**FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for **FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer’s response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _______________________________ Date: ___________________________________________

Company Address: _______________________________________________________________________________

City:_________________________________________ State:  ____________ Zip:  __________________________

Contact Person:  ________________________________ Title:  ___________________________________________

Authorized Signature:   ____________________________________________________________________________  
(Name printed or typed)
Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #031517

Proposer’s full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be ________________ 20_ and continue until-________________________ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board’s contract award date). This contract may be extended for a fifth year at NJPA’s discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: ___________________________ (Name printed or typed)

NJPA Executive Director

Awarded this ______ day of _____________________________, 20_________ NJPA Contract Number #031517

NJPA Authorized signature: ___________________________ (Name printed or typed)

NJPA Board Member

Executed this _______ day of ___________________________, 20_________ NJPA Contract Number #031517

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name ___________________________

Vendor Authorized signature: ___________________________ (Name printed or typed)

Title: ___________________________

Executed this __________ day of ________________, 20_________ NJPA Contract Number #031517
Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer’s RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

8. The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]
By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _______________________________________________________

Address: ____________________________________________________________________________________

City/State/Zip: _______________________________________________________________________________

Telephone Number: ______________________________________________________________

E-mail Address: ________________________________________________________________________________

Authorized Signature: _________________________________________________________________________

Authorized Name (printed): _______________________________________________________________________

Title: _______________________________________________________________________________________

Date: _______________________________________________________________________________________

**Notarized**

Subscribed and sworn to before me this __________ day of ______________, 20__________

Notary Public in and for the County of ________________________________ State of __________

My commission expires: _______________________________________________________________________

Signature: ___________________________________________________________________________________
Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

<table>
<thead>
<tr>
<th>Conformance to RFP Terms and Conditions</th>
<th>50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Viability and Marketplace Success</td>
<td>75</td>
</tr>
<tr>
<td>Ability to Sell and Deliver Service Nationwide</td>
<td>100</td>
</tr>
<tr>
<td>Marketing Plan</td>
<td>50</td>
</tr>
<tr>
<td>Value-Added Attributes</td>
<td>75</td>
</tr>
<tr>
<td>Warranty</td>
<td>50</td>
</tr>
<tr>
<td>Depth and Breadth of Offered Products and Related Services</td>
<td>200</td>
</tr>
<tr>
<td>Pricing</td>
<td>400</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

Reviewed by: _________________________________________  Its_________________________________

_________________________________________Its_________________________________
Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _________________________________________________________________________

Questionnaire completed by: _________________________________________________________________________

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members’ purchase orders.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

   • Do your warranties cover all products, parts, and labor?
   • Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
   • Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
   • Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
   • Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
   • What are your proposed exchange and return programs and policies?

6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

NOTE: You may have addressed some of the following questions elsewhere in your response. If so, please also answer these industry questions completely. Do not leave them blank.

19) Describe any background checks that you require of employees and prospective employees. How do you vet those personnel that might have access to sensitive NJPA member information?

20) Articulate your process for screening and hiring contractor candidates.

21) What term better describes your company: national or regional? Please explain.

22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.

23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?

24) What is your average response time for both routine and urgent agency requests?

25) How do you remain ahead of current trends regarding products and technology?
26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.
27) How do you ensure that your prices are competitive?

Signature: ___________________________________________________________ Date: ______________________
## Pre-Submission Checklist

<table>
<thead>
<tr>
<th>Check when Completed</th>
<th>Contents of Your Bid Proposal</th>
<th>Hard Copy Required Signed and Dated</th>
<th>Electronic Copy Required - CD or Flash Drive</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Form A: Proposer Questionnaire with all questions answered completely</td>
<td>X - signature page only</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Form B: Proposer Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Form D: Formal Offering of Proposal</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Form E. Contract Acceptance and Award</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Form F: Proposers Assurance of Compliance</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Form P: Proposer Questionnaire with all questions answered completely</td>
<td>X-signature page only</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Certificate of Insurance with $1.5 million coverage</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Copy of all RFP Addendums issued by NJPA</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Pricing for all Products/Equipment/Services within the RFP being proposed</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Entire Proposal submittal including signed documents and forms.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Package containing your proposal labeled and sealed with the following language: &quot;Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

<table>
<thead>
<tr>
<th>CHECK ALL CHANGES THAT APPLY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Adding Products/Services</td>
</tr>
<tr>
<td>☐ Deleting Products/Services</td>
</tr>
<tr>
<td>☐ Price Increase</td>
</tr>
<tr>
<td>☐ Price Decrease</td>
</tr>
</tbody>
</table>

AWARDED VENDOR NAME: ________________________________

NJPA CONTRACT NUMBER: ______________________________
Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.  
**EXAMPLES:** 1) “All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase).”  2) “The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher’s efficiency and useful life. The 5400 series is now included in the “Hot List” at a 20% discount from the previous pricing until the remaining inventory is liquidated.”

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.
Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor’s Contract Administrator.

☐ Yes  ☐ No

Section 5. Signatures

__________________________________________________________        ________________________
Vendor Authorized Signature                                 Date

____________________________________________
Print Name and Title of Authorized Signer

__________________________________________________________        _________________________
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO       Date
Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington
The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

- **Safety Equipment/Services/Supplies**: First Aid training/supplies, Safety gear-boots, belts, helmet, Health and safety inspections (Fire Sprinkler systems), lifeline systems, fall arrest, fire extinguishers services and supply, Asbestos Management Plan, crowd control / portable gates etc.
- **Security Services/Supplies**: Access control systems, security guards, guard dogs, home alarms, locksmiths, Private investigation services, tracing services, armored services, guns, security software, barcode scanners, parking meters equipment, ID Systems, radar, CCTV, confidential shredding of documents, etc firearms, ammunition, magazines, holsters, crowd control / portable gates etc.

Attached Bid Documents

- **Seq.** | **Name** | **Description** | **Size** | **Page** | **NDA Required** | **Preview Document**
- No File Attached

Invited Bidders

- **Name / Email** | **Address** | **Phone** | **Fax**
- No Invited Bidders
<table>
<thead>
<tr>
<th>Name / Email</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Bidder Invited</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

© Copyright 2017 R2CoW. All Rights Reserved. Powered by Biddingo.com

SUPPORT (Download Training Manuals)
STATE OF OREGON, COUNTY OF MULTNOMAH—ss.

I, Nick Bjork, being first duly sworn, depose and say that I am a Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES
National Joint Powers Alliance; Bid Location Staples, MN, Cass County; Due 03/15/2017 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

1/27/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 27th DAY OF January, 2017

Nick Bjork
Notary Public-State of Oregon

Ginger Line
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11259157
Client Reference No: RFP #031517
Notice

Basic Information
- Estimated Contract Value (CAD): $999,999,999,999.00 (Not shown to suppliers)
- Reference Number: 0000048360
- Issuing Organization: National Joint Powers Alliance
- Solicitation Type: RFP - Request for Proposal
- Solicitation Number: 031517
- Title: FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SU
- Source ID: PP.CO.USA.868485.C88455

Details
- Region: All of Canada, All of Canada
- Purchase Type: Term: 2017/03/31 12:00:00 AM CDT - 2021/03/26 12:00:00 AM CDT
- Description: The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Dates
- Publication: 2017/01/26 08:49:09 AM CST
- Questions are submitted online: No
- Bid Intent: Not Available
- Closing Date: 2017/03/15 04:30:00 PM CDT

Contact Information
- Ginger Line: 218-894-1930
- ginger.line@njpacoop.org

Bid Submission Process
- Bid Submission Type: Physical Bid Submission
- Pricing: Lump sum
  - Pricing: Lump sum
<table>
<thead>
<tr>
<th>Document</th>
<th>Size</th>
<th>Uploaded Date</th>
<th>Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>Details may be obtained by letter of request to Maureen Knight.docx [docx]</td>
<td>11 Kb</td>
<td>2017/01/26 08:48:40 AM CST</td>
<td>English</td>
</tr>
</tbody>
</table>
## Categories

### Selected Categories

<table>
<thead>
<tr>
<th>MERX Categories (2)</th>
<th>Other</th>
<th>Undefined</th>
<th>Miscellaneous Goods</th>
</tr>
</thead>
<tbody>
<tr>
<td>U</td>
<td>Other</td>
<td>Undefined</td>
<td>Miscellaneous Goods</td>
</tr>
<tr>
<td>G</td>
<td>Goods</td>
<td>Goods</td>
<td>Miscellaneous Goods</td>
</tr>
<tr>
<td>G22</td>
<td>Miscellaneous Goods</td>
<td>Miscellaneous Goods</td>
<td></td>
</tr>
<tr>
<td>Organization Name</td>
<td>Main Contact</td>
<td>Download Date</td>
<td>City</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------</td>
<td>---------------</td>
<td>------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No document has been requested yet.
Bid RFP #031517 - FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

Bid Type  RFP
Bid Number  031517
Title  FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES
Start Date  Jan 26, 2017 8:56:09 AM CST
End Date  Mar 15, 2017 12:00:00 AM CDT
Agency  NJPA
Bid Contact  Ginger Line
(218) 894-5483
ginger.line@njpacoop.org
202 12th Street NE
P.O. Box 219
Staples, MN  56479-0219

Description
The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Documents
No Documents for this bid
The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Pre-Proposal Conference: February 21, 2017 at 10:00 am CT
Sealed proposals due: March 15, 2017 at 4:30 pm CT
Proposals will be publicly opened: March 16, 2017 at 8:30 am CT

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail rfp@njpacoop.org, an email will be sent back to you with the documents
2. Send a letter of request to
   National Joint Powers Alliance:
   Attn: Contracts and Compliance Department
   202 12th Street NE, Staples, MN 56479
3. Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

RFP Document Request Form (this will redirect you to a page to download the documents):

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name *</td>
<td></td>
</tr>
<tr>
<td>Vendor Address *</td>
<td></td>
</tr>
<tr>
<td>Vendor City *</td>
<td></td>
</tr>
<tr>
<td>Vendor State *</td>
<td></td>
</tr>
<tr>
<td>Vendor Zip Code *</td>
<td></td>
</tr>
<tr>
<td>Contact Name *</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number *</td>
<td></td>
</tr>
<tr>
<td>Vendor Email Address *</td>
<td></td>
</tr>
</tbody>
</table>
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Allison Branham, Classified Team Lead of THE STATE, and makes oath that the advertisement,

REQUEST FOR PROPOSALS The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES.

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

January 26, 2017

Allison Branham, Classified Team Lead

Subscribed and sworn to before me, Karen L. Book,

on this day, June 29, 2017

Karen L. Book, Notary Public

My commission expires September 7, 2026.

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."
Reorganized RFS Corporation ("RFS") gives notice that on March 28, 2017, RFS gives notice that any person having a legal claim, must submit a written claim submission on or before April 28, 2017. All written claims under the Reorganized RFS Corporation will be paid in the following amounts: $21,054,567.63 and $300,000.00, respectively. RFS, as a result of its bankruptcy, makes these distributions to its stockholders in the amount of $0, $211,054,567.63 and $300,000,000, respectively.

Region 4 Education Service Center (ESC), TX, is requesting proposals from qualified and experienced firms to provide Security System Services (RFP No.17-07). In order to be considered, the Offeror must complete and submit its proposal to Region 4 ESC at the location indicated, prior to or at the exact date and time indicated in the solicitation documentation available at www.nationalatla.org.

PROPOSAL DUE DATE: MARCH 9, 2017, BEFORE 2:00 PM CENTRAL TIME.

Region 4 Education Service Center (ESC), TX, is requesting proposals from qualified and experienced firms to provide Facility Technology Integration (RFP No. 17-06). In order to be considered, the Offeror must complete and submit its proposal to Region 4 ESC at the location indicated, prior to or at the exact date and time indicated in the solicitation documentation available at www.nationalatla.org.

PROPOSAL DUE DATE: FEBRUARY 23, 2017, BEFORE 2:00 PM CENTRAL TIME.

-----

Maeve McDermott
(mcdermottmaeve@gmail.com)
PROOF OF PUBLICATION

CUSTOMER’S COPY

CUSTOMER NAME AND ADDRESS
NATIONAL JOINT POWERS ALLIANCE,
Accounting Dept
PO BOX 219

ACCOUNT NUMBER
9001496962

DATE
1/26/2017

STAPLES MN 56479

ACCOUNT NAME
NATIONAL JOINT POWERS ALLIANCE,

TELEPHONE
2188945483

ORDER # / INVOICE NUMBER
0001133752 /

REQUEST FOR PROPOSALS:
The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national and global contract solution for the purchase of 203/117 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Van, NJPA, 202 12th Street Northeast, P.O. Box 210, Staples, MN 56479, or by e-mail at RFP@njapoa.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 6:30 a.m. Central Time.

REQUEST FOR PROPOSALS

RFP #031517

CAPTION
REQUEST FOR PROPOSALS

SIZE
39 LINES

1 COLUMN(S)

TIMES
3

TOTAL COST
89.63

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC d/b/a UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all government FOR NATIONAL JOINT POWERS ALLIANCE, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC d/b/a UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 01/26/2017 End 01/26/2017

DATE 1/26/2017

STATE OF UTAH

COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 26TH DAY OF JANUARY IN THE YEAR 2017

BY ANN DARTNEILL

VIRGINIA CRAFT
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/12/2018
Commission # 672963
Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Siemens Industry Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

<table>
<thead>
<tr>
<th>Section/page</th>
<th>Term, Condition, or Specification</th>
<th>Exception</th>
<th>NJPA Accepts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 7 and Section 8</td>
<td>Terms and Conditions</td>
<td>Siemens has supplied our Standard Terms and Conditions for National Supply Agreements with this proposal. This substitution will allow Siemens to provide NJPA members with the assurance of quality products that include EVSE and all necessary equipment for upgrading their electrical infrastructure. These terms should be acceptable to NJPA, as the contract won by our Building Technologies Division provides a similar agreement to your members currently.</td>
<td>See Clarification</td>
</tr>
<tr>
<td>Form D</td>
<td>Formal Offering of Proposal</td>
<td>We will take an exception to the following statement, &quot;The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and the the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.&quot; Siemens will exclude installer contacts from this provision. Siemens will be providing its distributor network to your members so that they can get assistance with their projects from a local install companies and will negotiate in good faith for fixed pricing where available. Siemens does not take a prime role for nationwide installation service.</td>
<td>Accepted</td>
</tr>
</tbody>
</table>

Proposer's Signature: ___________________________ Date: 5/15/17

NJPA's clarification on exceptions listed above:

Section 7 and Section 8: This provision may be added as an additional term and condition with individual members.

Review and Approved: ___________________________
NJPA Legal Department
Form D

Formal Offering of Proposal
(To be completed only by the Proposer)

HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HVAC SYSTEMS, INSTALLATION, AND SERVICE WITH RELATED PRODUCTS AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Siemens Industry, Inc.

Company Address: 1000 Deerfield Parkway

City: Buffalo Grove State: IL Zip: 60087

Contact Person: Kevin Healy Title: National Business Development Manager

Authorized Signature: [Signature]

(Name printed or typed)
FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 031517-SIE

Proposer's full legal name: Siemens Industry, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 30, 2017 and will expire on June 30, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Couvette
(NAME PRINTED OR TYPED)

Awarded on June 29, 2017
NJPA Contract # 031517-SIE

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name: Siemens Industry, Inc.

Thomas Strollo
St. Director
Business Excellence

(NAME PRINTED OR TYPED)

Executed on 8/4/2017
NJPA Contract # 031517-SIE

Approved By Legal
Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer’s RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

8. The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]
By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Siemens Industry, Inc.

Company Name: ____________________________

Address: 1000 Deerfield Parkway
City/State/Zip: Buffalo Grove, IL 60089
Telephone Number: 847-215-1000
E-mail Address: marc.bouchard@siemens.com

Authorized Signature: ____________________________

Authorized Name (printed): Marc E. Bouchard
Title: Counsel
Date: 3/14/19

Notarized

Subscribed and sworn to before me this 14 day of March 2017
Notary Public in and for the County of Lake State of Illinois
My commission expires: 1/31/2020
Signature: ____________________________
Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Siemens Industry, Inc.

Questionnaire completed by: Kevin / Edrick Arroyo

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Siemens standard payment terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

SIEMENS BUILDING TECHNOLOGIES will offer NJPA several leasing options offered through its finance partner, National Cooperative Leasing. Examples of such options include Tax Exempt Municipal Leases, Fair Market Value Leases, $1 Buyout Leases, and customized programs as required by client. National Cooperative Leasing also offers government agencies purchasing on this contract a “Purchase Order Only” program. Under these program agencies merely issue a purchase order with leasing language (provided in attachment) included in the body of purchase order. No lease agreement is necessary. Leasing terms and conditions will be provided and reside in the contract between SIEMENS BUILDING TECHNOLOGIES and NJPA.

Additionally, SIEMENS BUILDING TECHNOLOGIES and National Cooperative Leasing will also offer member agencies the “FlexPlus” leasing plan. The FlexPlus plan offers agencies a Tax Exempt Municipal Lease plan along with a Technology Refresh Window whereby agencies can upgrade their equipment and walk away from their existing lease during the refresh window period. This plan provides a low monthly or annual cost along with the flexibility to return old technology for new technology.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members’ purchase orders.

Orders to be processed via NJPA’s purchasing vehicle will follow the process below:

- Stage 1 a notice of intent to purchase will be issued to the Siemens Center of Competence liaison
- Stage 2 all pricing and deliverables will be reviewed/ quality checked and released via the Center of Competence and appropriate regional field office responsible for delivery/ installation/ service
- Stage 3 all associated documentation will be executed, invoices will be created and work/ delivery will begin per the terms set forth in the “Statement of Work” and under guidelines according to NJPA and Siemens standards

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes
Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

The Proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty vendor’s standard form warranty.

- Do your warranties cover all products, parts, and labor? Yes
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? No
- Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs? Yes
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No
- How will NJPA Members in these regions be provided service for warranty repair? N/A
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? Yes
- What are your proposed exchange and return programs and policies?
  The Proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty vendor’s standard form warranty.

6) Describe any service contract options for the items included in your proposal.

Siemens Advantage Services offers four different service plan levels that allow the Customer to tailor the service program to meet the specific requirements for responsiveness, support and budget management. The service-level plans are segmented by the response time a customer needs for emergency and non-emergency problems, as well as whether labor and material are covered in the service agreement. The plan details, or attributes, define the customer’s service experience, including when calls are taken from the customer and when we will provide service. Ultimately, an Advantage Services agreement combines a service plan with a service package. It is the goal of Siemens to train Customer Staff on operation of the Integrated Solution. Having an expert “on-staff” is an invaluable tool in managing a successfully integrated solution.

Platinum
The Platinum Advantage Services plan is designed for customers who experience serious business interruptions if critical building systems fail. When emergencies occur, Siemens experts will be on site within four hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens staff will be on site within eight hours 24x7. In addition to the peace of mind that comes from knowing equipment downtime is minimized, the Platinum plan also eliminates budget surprises. All repair and replacement parts and labor for equipment covered by the plan are included in the service contract. The service program begins with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Software support and updates are another important aspect of keeping the system functioning optimally and are provided as they are issued, and as applicable to the system, under the Platinum plan. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems and concerns in performing tasks to keep systems running smoothly. During coaching sessions, we address specific issues concerning the use of systems in your facility. Siemens patented site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time.

The result of the Platinum Advantage Services Plan is confidence in the operation of your critical building technology and the comfort, occupant safety and security of your facility. With the Platinum plan, Siemens offers
unsurpassed commitment in fast and efficient repair services. No other plan offers greater support, faster on-site response time, more hours of coverage or a wider range of services.

Gold
The Gold Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their building systems. Siemens service team of factory-trained experts handles maintenance and repairs quickly and efficiently. This plan provides response to emergencies within four hours for on-site repair of critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours 24x7. In addition to the peace of mind that comes from knowing system downtime is minimized, the Gold plan also helps customers plan, budget and control their operating costs. All labor for repairs and replacements are included in the plan while parts are billed at the negotiated material discount outlined in the contract. If requested, the service program can begin with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Audits are billed at the negotiated labor rate outlined in the contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided at scheduled preventive maintenance visits, as appropriate. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep equipment running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Gold Advantage Services plan is an optimal level of building comfort, occupant safety and security.

Silver
The Silver Advantage Services plan is an economical choice for customers that want a reliable back-up support for their maintenance staff so they can minimize the downtime of building systems and equipment. The Silver plan is a balance between price and performance that provides on-site response by our team of factory-trained local experts on the next regularly scheduled business day Monday through Friday. Labor to repair or replace parts is included in the Silver Plan and parts are billed at the negotiated material discount outlined in the contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided, as applicable, during scheduled preventive maintenance visits. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Silver Advantage Services plan is reliable building comfort, occupant safety and security.

Bronze
The Bronze Advantage Services plan is an economical choice for customers that need occasional expert support for their maintenance staff so they can minimize the downtime of building systems and equipment. If requested, the Bronze plan provides on-site response by our team of factory-trained local experts at the negotiated labor discount outlined in the contract. The Bronze plan also meets the need for specific services where the expertise of Siemens staff is required. Labor, parts and software support and upgrades are billed according to negotiated rates outlined in the contract. The plan also includes operator coaching, which provides another layer of confidence by helping your staff identify, verify and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems. In addition, Siemens patented site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Bronze Advantage Services plan is economical support for building comfort, occupant safety and security.
Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

   Please refer to Appendix A.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

   Pricing is presented as line item pricing. Prices shown are discounted from Siemens Industry MSRP (based on GSA schedules +% or more than 50% reduction from MSRP) but do not show volume discounts. Volume discounts may be available episodically as dictated by manufacturing and delivery cycles and other circumstances.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

   This varies by Product Line.
   - Security ranges from 20% - 5%
   - Fire Systems are 58%
   - Building Automation is 60%

10) The pricing offered in this proposal is

    ______ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
    ______ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
    ______ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
    ______ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

    Volume discounts may be able to offer at single site locations.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

    We intend to provide “Open Source” items discounted from list is a consistent manner with listed equipment.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

    The prices proposed herein are item costs and do not include State Tax or in some cases Use Tax. This will be reflected as separate line items, as they apply with each associated invoice.
14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Products are generally shipped from our local branch office to the client. For product only sales (small units/replacement items) we will quote the box price and associated shipping charges from the local branch. If we source product from another country, we reserve the right to quote FOB separately. Solution sales, where Siemens is responsible for delivery of a project (turn-key) will be inclusive of delivery and freight charges.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

We deliver ship equipment to our Branches located in the member’s area. Some equipment is acquired locally. The shipping charges are shown on the quotation.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

On our initial 4 year contract we supported our NJPA program through our Enterprise Client Solutions group (ECS). That made sense since NJPA is a National Program and the ECS group is responsible for National Clients. But although the contract is National, the members do not have national footprints. NJPA members are clients of our Branch Network, which we call System House.

That didn’t stop us from supporting and growing the contract. But for the purposes of moving forward with improved processes it’s necessary for us to re-align the NJPA contract into the System House organization. We will apply the System House resources to the following areas:

- Establishing order intake goals on an Area/Zone basis that lead to individual goals associated with this market.
- Establishing incentive programs particular to use of the NJPA contract.
- Improved internal Marketing through Siemens Social Media, Newsletter, and Webinars.
- External Marketing for Trade Shows and NJPA Newsletter.
- Earlier tracking of NJPA opportunities in our CRM for improved management
- Additional Finance resources to improve our reporting to the NJPA
- Improved Change Control Process to reduce additions to our NJPA list and encourage use of the extensive parts list already in place. The Price List will be easier to maintain and should not require the same amount of updates as we’ve experienced, and the format and structure are still similar so there is continuity with the existing Price List.

Our NJPA contract has grown, but from our perspective it could grow much more. Since the order intake of that growth is most important to our System House organization’s growth plans, having the NJPA aligned with them will enable us to deploy the resources necessary to accomplish the above mentioned initiatives.

The need for this re-alignment is clearly understood by Siemens management, and in fact this RFP process stimulated our internal discussions on this matter. The plans are now under

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

We expect no change and anticipate continuing to use 2%.
Industry-Specific Questions

19) Describe any background checks that you require of employees and prospective employees. How do you vet those personnel that might have access to sensitive NJPA member information?

Siemens Industry performs background checks on all applicants prior to being offered terms of employment. Additionally, those in contact with government or sensitive information are subject to additional investigation as well as required to carry TWIC cards or maintain other security clearances as determined by their job function.

20) Articulate your process for screening and hiring contractor candidates.

Contractors are subject to the same screening requirements.

21) What term better describes your company: national or regional? Please explain.

Siemens is a National Company with offices across the US and Canada. This is consistent with our Global footprint.

22) Describe the methods that you use to monitor and conform to prevailing wage rate requirements throughout the U.S.

Siemens has specific persons responsible at every branch location responsible for understanding and monitoring prevailing wage changes and requirements.

23) What reporting methods will you use to provide NJPA details on the service provided to our member agencies?

We will continue to use the excel spreadsheet format recommended by the NJPA. Internally we track the sales activity in our CRM.

24) What is your average response time for both routine and urgent agency requests?

Standard response is 24 hours from the time of call during regular hours. 24/7 Emergency Response times and remote service capabilities can be negotiated. Standard Off hour’s rates are shown in our rate tables.

25) How do you remain ahead of current trends regarding products and technology?

We have extensive R & D efforts for our product lines, a fact of which we are very proud. We also participate in Industry Advisory Groups for all of our Product lines. We are at the forefront of Integration of Systems, the technologies associated with the Internet of Things, and Green Building initiatives.

26) Clearly describe your rate structure, and demonstrate how NJPA members can effectively determine their cost for your proposed solutions.

Our rate structure is a cost plus model that provides flexibility for our sales force to negotiate price solutions. The NJPA Price sets the upper boundary on products and labor rates, and I’ve seen our sales reps adapt to market conditions and hone their price quotes adapting to competitive pressures as one would expect.
27) How do you ensure that your prices are competitive?

Siemens participates in a very large number of projects so we have plenty of data about the markets. We have an extensive marketing research group that uses this data and provides regular updates on market trends and a big component of that research is pricing. That comes from Industry research and from client feedback to our Voice of the Customer campaign.

Signature: ______________________ Date: 3/17/2019

Marc E. Bouchard
Counsel
Bid Information for 031517

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>Bid Name</th>
<th>Solicitation Type</th>
<th>Published By</th>
<th>Contract Type</th>
<th>Published Date</th>
<th>Closing Date</th>
<th>Published Date</th>
<th>Closing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>031517</td>
<td>FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES</td>
<td>Open to all suppliers</td>
<td>National Joint Powers Alliance</td>
<td>RFP</td>
<td>01/26/2017</td>
<td>03/15/2017 04:30:00 PM CT</td>
<td>01/26/2017</td>
<td>03/15/2017</td>
</tr>
</tbody>
</table>

Requirements

- NDA Requirement: Not Applicable
- NOI Date: Not Applicable
- Site Meetings: Not Applicable

Bid Advertisement

National Joint Powers Alliance

**FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**

**031517**

**Closing Date:** 03/15/2017 04:30:00 PM CT

**Detail:**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

- **Safety Equipment/Services/Supplies**
  - First Aid training/supplies, Safety gears-boots, belts, helmet, Health and safety inspections (Fire Sprinkler systems), lifeline systems, fall arrest, fire extinguishers services and supply, Asbestos Management Plan, crowd control / portable gates etc.

- **Security Services/Supplies**
  - Access control systems, security guards, guard dogs, home alarms, locksmiths, Private investigation services, tracing services, armored services, guns, security software, barcode scanners, parking meters equipment, ID Systems, radar, CCTV, confidential shredding of documents, etc firearms, ammunition, magazines, holsters, crowd control / portable gates etc.

Attached Bid Documents

<table>
<thead>
<tr>
<th>Seq.</th>
<th>Name</th>
<th>Description</th>
<th>Size</th>
<th>Page</th>
<th>NDA Required</th>
<th>Preview Document</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Invited Bidders

<table>
<thead>
<tr>
<th>Name/Email</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name / Email</td>
<td>Address</td>
<td>Phone</td>
<td>Fax</td>
</tr>
<tr>
<td>--------------</td>
<td>---------</td>
<td>-------</td>
<td>-----</td>
</tr>
<tr>
<td>No Bidder Invited</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

© Copyright 2017 R2CoW. All Rights Reserved. Powered by Biddingo.com

[ SUPPORT (Download Training Manuals) ]
STATE OF OREGON, COUNTY OF MULTNOMAH—ss.

I, Nick Bjork , being first duly sworn, depose and say that I am a Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES
National Joint Powers Alliance; Bid Location Staples, MN, Cass County; Due 03/15/2017 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

1/27/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 27th DAY OF January, 2017

Nick Bjork
Notary Public-State of Oregon

Ginger Line
National Joint Powers Alliance
202 12th St NE
Staples, MN 56479-2438

Order No.: 11259157
Client Reference No: RFP #031517

http://www.njpacoop.org/oregon-advertising
Published Jan 27, 2017 11259157
Notice

Basic Information
- Estimated Contract Value (CAD): $999,999,999,999.00 (Not shown to suppliers)
- Reference Number: 0000048360
- Issuing Organization: National Joint Powers Alliance
- Solicitation Type: RFP - Request for Proposal
- Solicitation Number: 031517
- Title: FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES
- Source ID: PP.CO.USA.868485.C88455

Details
- Region: All of Canada, All of Canada
- Purchase Type: Term: 2017/03/31 12:00:00 AM CDT - 2021/03/26 12:00:00 AM CDT
- Description: The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Dates
- Publication: 2017/01/26 08:49:09 AM CST
- Questions are submitted online: No
- Bid Intent: Not Available
- Closing Date: 2017/03/15 04:30:00 PM CDT

Contact Information
- Ginger Line
  218-894-1930
  ginger.line@njpacoop.org

Bid Submission Process
- Bid Submission Type: Physical Bid Submission
- Pricing: Lump sum
  Pricing: Lump sum
<table>
<thead>
<tr>
<th>Document</th>
<th>Size</th>
<th>Uploaded Date</th>
<th>Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>Details may be obtained by letter of request to Maureen Knight.docx [docx]</td>
<td>11 Kb</td>
<td>2017/01/26 08:48:40 AM CST</td>
<td>English</td>
</tr>
</tbody>
</table>
## Categories

### Selected Categories

<table>
<thead>
<tr>
<th>MERX Categories (2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>U</td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
<tr>
<td>U</td>
<td>Undefined</td>
</tr>
<tr>
<td></td>
<td>Undefined</td>
</tr>
<tr>
<td>G</td>
<td>Goods</td>
</tr>
<tr>
<td></td>
<td>Goods</td>
</tr>
<tr>
<td>G22</td>
<td>Miscellaneous Goods</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Goods</td>
</tr>
</tbody>
</table>
Document Request List

No document has been requested yet.
Bid RFP #031517 - FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

Bid Type: RFP
Bid Number: 031517
Title: FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES
Start Date: Jan 26, 2017 8:56:09 AM CST
End Date: Mar 15, 2017 12:00:00 AM CDT
Agency: NJPA
Bid Contact: Ginger Line
(218) 894-5483
ginger.line@njpacoop.org
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Description
The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Documents
No Documents for this bid
The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

Pre-Proposal Conference: February 21, 2017 at 10:00 am CT
Sealed proposals due: March 15, 2017 at 4:30 pm CT
Proposals will be publicly opened: March 16, 2017 at 8:30 am CT
NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail rfp@njpacoop.org, an email will be sent back to you with the documents
2. Send a letter of request to
   National Joint Powers Alliance:
   Attn: Contracts and Compliance Department
   202 12th Street NE, Staples, MN 56479
3. Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.
- Classroom Audio Technology
  Equipment with Related
  Accessories, Services, and
  Supplies
- Public Safety and Emergency
  Management Related Equipment,
  Supplies, and Services
- Vehicles, Cars, Vans, SUVs, and
  Light Trucks with Related
  Equipment, Accessories, and
  Services
- Managed Service Provider
  (MSP) for Information Technology
  and I.T. Staff Augmentation
- Fleet Management and Related
  Technology Solutions
- Recreation and Playground
  Equipment, Accessories, and
  Supplies
- HVAC Systems, Installation, and
  Service with Related Products and
  Services
- Facility Security Equipment,
  Systems, and Services with Related
  Equipment and Supplies

Vendor Reference Guide
- Contracts - General
- Contracts - Fleet
- Contracts - ezIQC Construction
- Cooperative Health
- Current & Pending Solicitations
- FAQs
- How to Purchase
- State Legal References
- NJPA Access for Vendors
- Public Sector Insured Deposit
- Search Vendors & Products
- Vendor Advantage
- What Can NJPA Do For You
- Procurement Plaza
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Allison Branham, Classified Team Lead of THE STATE, and makes oath that the advertisement,

REQUEST FOR PROPOSALS The National Joint Powers Alliance® (NJPA), on behalf and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES.

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

January 26, 2017

Allison Branham, Classified Team Lead

Subscribed and sworn to before me, Karen L. Book,

on this day, June 29, 2017

Karen L. Book Notary Public

My commission expires September 7, 2026.

"Errors-the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."
That’s how anyone wants to end their Sundance experience.

Mavis Jemery star Tim Daly broke bones in both legs in a skiing accident while vacationing in Utah for the Sundance Film Festival, the actor confirmed to Twitter on Wednesday.

“Break my right ankle and left knee. Fortunately, my broken ankle is not a ‘non union’ good,” he wrote.

Despite his injury, Mavis Jemery is not expected to delay or produce the plot, with his show’s writers working on ways to accommodate Daly’s situation in the script.

Members include the writers including Daly’s injury in the plot, or using camera trickery to avoid around it, similar to how shows accommodate actresses’ pregnancies or using camera trickery to shoot around it. Daly, 60, is likely to appear in all of the episodes in the upcoming third season of the CBS show in which he stars alongside his real-life girlfriend, Téa Leoni.

USA TODAY

at Sundance

CROSSWORD

40 36 68 58 57 48 19 71 21 51

19. Given that in 2014, 2015 and 2016, RFS made aggregate

not received on or before March 28, 2017 will be barred

and RFS may make distributions to other claimants and the

sorium for Security System

equipment, not-for-profit, tribal government, and

region 4 education, not-for-profit, tribal government, and
doing business under the

RFS makes aggregate

sorium for Security System

equipment, not-for-profit, tribal government, and

region 4 education, not-for-profit, tribal government, and

doing business under the
PROOF OF PUBLICATION  CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

NATIONAL JOINT POWERS ALLIANCE, Accounting Dept
PO BOX 219
STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

1/26/2017

ACCOUNT NAME

NATIONAL JOINT POWERS ALLIANCE

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001133752 /

PUBLICATION SCHEDULE

START 01/26/2017 END 01/26/2017

CUSTOMER REFERENCE NUMBER

RFP #031517

CAPTION

REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of N

SIZE

39 LINES 1 COLUMN(S)

TIMES TOTAL COST

3 89.63

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all government, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of 2013-17 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Hahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpa.com. Proposals will be received until March 15, 2017 at 4:00 p.m. Central Time at the above address and opened March 16, 2017 at 6:00 p.m. Central Time.

PUBLISHED ON Start 01/26/2017 End 01/26/2017

DATE 1/26/2017

SIGNATURE

STATE OF UTAH

COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 26TH DAY OF JANUARY IN THE YEAR 2017

BY ANN DARTNELL

NOTARY PUBLIC SIGNATURE

VIRGINIA CRAFT
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/12/2018 Commission # 672963
Proposal Opening Witness

Date of opening: March 16, 2017

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #031517 for the procurement of FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Proposals are evaluated first on level-one responsiveness, then on the other criteria included in the RFP. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Responses were received from the following:

- API National Service Group – received 3/13/17 at 11:08:24am
  Proposer deemed responsive

- Cinch Systems INC – received 3/6/17 at 9:43:06am
  Proposer deemed responsive
  Certificate of insurance – not provided
  Electronic copy – not provided

- Convergint Technologies – received at 3/13/17 at 11:37:53am
  Proposer deemed responsive

- Johnson Controls, Inc. – received 3/14/17 at 2:46:39pm
  Proposer deemed responsive

- Life Safety Services, LLC – received 3/13/17 at 9:45:28am
  Proposer deemed responsive

- March Network – received at 3/15/17 at 12:12:36pm
  Proposer deemed responsive

- Siemens Industry, Inc. – received 3/15/17 at 10:49:53am
  Proposer deemed responsive

- SimplexGrinnell, LP – received 3/14/17 at 12:29:13pm
  Proposer deemed responsive

- Stanley Convergent Security Solution Inc. – received 3/14/17 at 11:25:06am
  Proposer deemed responsive

- Star Asset Security, LLC – received 3/15/17 at 12:13:06pm
  Proposer deemed responsive

- Status Solutions, LLC – received at 3/15/17 at 12:13:37pm
  Proposer deemed responsive
  Certificate of insurance – not provided

- Tyco Integrated Security LLC – received at 3/15/17 at 1:51:33pm
  Proposer deemed responsive

Proposers that are deemed level-one responsive must provide any missing documentation within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending this missing documentation.
WITNESSES:

Chris Robinson, Contracts and Compliance Lead Analyst, NJPA

Gregg Meierhofer, CPRO, Contract Procurement Analyst, NJPA

Ginger Line, CPPB, Senior Contract Procurement Analyst, NJPA

Kim Austin, Contract Procurement Analyst, NJPA

Sheila Christoffersen, Procurement Support Specialist, NJPA
## Form G
**FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES**

<table>
<thead>
<tr>
<th>Possible Points</th>
<th>API National Service Group</th>
<th>Cinch Systems INC</th>
<th>Convergint Technologies</th>
<th>Johnson Controls, Inc.</th>
<th>Life Safety Services, LLC</th>
<th>March Networks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conformance to Terms/Conditions to Include Documentation</td>
<td>50</td>
<td>36</td>
<td>31</td>
<td>41</td>
<td>43</td>
<td>40</td>
</tr>
<tr>
<td>Pricing</td>
<td>400</td>
<td>314</td>
<td>303</td>
<td>320</td>
<td>324</td>
<td>307</td>
</tr>
<tr>
<td>Financial, Industry and Bidder's Ability to Sell</td>
<td>75</td>
<td>61</td>
<td>43</td>
<td>61</td>
<td>67</td>
<td>56</td>
</tr>
<tr>
<td>Bidder's Marketing Plan</td>
<td>50</td>
<td>39</td>
<td>29</td>
<td>41</td>
<td>44</td>
<td>38</td>
</tr>
<tr>
<td>Value Added Attributes</td>
<td>75</td>
<td>51</td>
<td>46</td>
<td>54</td>
<td>65</td>
<td>47</td>
</tr>
<tr>
<td>Warranty Coverages and Information</td>
<td>50</td>
<td>40</td>
<td>34</td>
<td>41</td>
<td>36</td>
<td>35</td>
</tr>
<tr>
<td>Selection and Variety of Products and Services Offered</td>
<td>200</td>
<td>117</td>
<td>107</td>
<td>148</td>
<td>170</td>
<td>99</td>
</tr>
<tr>
<td>Total Points</td>
<td>1,000</td>
<td>744</td>
<td>646</td>
<td>782</td>
<td>843</td>
<td>680</td>
</tr>
<tr>
<td>Rank Order</td>
<td>7</td>
<td>12</td>
<td>6</td>
<td>1</td>
<td>11</td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Conformance to Terms/Conditions to Include Documentation</td>
<td>50</td>
<td>42</td>
<td>43</td>
<td>42</td>
<td>41</td>
<td>36</td>
</tr>
<tr>
<td>Pricing</td>
<td>400</td>
<td>331</td>
<td>316</td>
<td>316</td>
<td>315</td>
<td>302</td>
</tr>
<tr>
<td>Financial, Industry and Marketplace Successes</td>
<td>75</td>
<td>60</td>
<td>66</td>
<td>66</td>
<td>54</td>
<td>54</td>
</tr>
<tr>
<td>Bidder's Ability to Sell/Service Contract Nationality</td>
<td>100</td>
<td>90</td>
<td>91</td>
<td>88</td>
<td>65</td>
<td>69</td>
</tr>
<tr>
<td>Bidder's Marketing Plan</td>
<td>50</td>
<td>40</td>
<td>44</td>
<td>40</td>
<td>35</td>
<td>38</td>
</tr>
<tr>
<td>Value Added Attributes</td>
<td>75</td>
<td>58</td>
<td>60</td>
<td>57</td>
<td>49</td>
<td>49</td>
</tr>
<tr>
<td>Warranty Coverages and Information</td>
<td>50</td>
<td>40</td>
<td>42</td>
<td>36</td>
<td>34</td>
<td>34</td>
</tr>
<tr>
<td>Selection and Variety of Products and Services Offered</td>
<td>200</td>
<td>170</td>
<td>180</td>
<td>158</td>
<td>134</td>
<td>110</td>
</tr>
<tr>
<td>Total Points</td>
<td>1,000</td>
<td>831</td>
<td>842</td>
<td>803</td>
<td>727</td>
<td>690</td>
</tr>
<tr>
<td>Rank Order</td>
<td>4</td>
<td>2.5</td>
<td>3</td>
<td>8</td>
<td>10</td>
<td>2.5</td>
</tr>
</tbody>
</table>

**Signatures**
- Kim Austin, NJPA
- Jeff Kohn, NJPA
- Carl Listug, JD, NJPA
- Tim Spitzley, NJPA
- Gregg Meisterhofer, CPPB, CPPO, NJPA
- Keith Hanson, CPA, NJPA
COMMENT AND REVIEW

to the
REQUEST FOR PROPOSAL (RFP) #031517

Entitled
FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES


The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, non-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #031517 FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES. Details of this RFP are available beginning January 26, 2017. Details may be obtained by letter of request to Jonathan Yahm, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@nipacoop.org. Proposals will be received until March 15, 2017 at 4:30 p.m. Central Time at the above address and opened March 16, 2017 at 8:30 a.m. Central Time.

RFPs were requested by and distributed to:

<table>
<thead>
<tr>
<th>911 Security Cameras Inc.</th>
<th>JCI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absco Solutions</td>
<td>Johnson Controls</td>
</tr>
<tr>
<td>ADGA Group</td>
<td>Justice Systems</td>
</tr>
<tr>
<td>ADT, LLC</td>
<td>KeTech</td>
</tr>
<tr>
<td>Alco-Chem, Inc.</td>
<td>Kratos Public Safety &amp; Security</td>
</tr>
<tr>
<td>Allied Fire &amp; Security</td>
<td>Last Mile Inc.</td>
</tr>
<tr>
<td>Allied Universal</td>
<td>Latta Technical Services, Inc.</td>
</tr>
<tr>
<td>API National Service Group</td>
<td>Leverage Information Systems</td>
</tr>
<tr>
<td>Aruba</td>
<td>LibraryWorks</td>
</tr>
<tr>
<td>ATS Facility Security</td>
<td>Life Safety Engineered Systems, Inc.</td>
</tr>
<tr>
<td>Aventura</td>
<td>Life Safety Systems, Inc.</td>
</tr>
<tr>
<td>Avigilon</td>
<td>March Networks</td>
</tr>
<tr>
<td>Bay Alarm Company</td>
<td>Morard &amp; Company, Inc.</td>
</tr>
<tr>
<td>BEST Access Solutions, Inc.</td>
<td>Morse Watchmans Inc.</td>
</tr>
<tr>
<td>Better Power</td>
<td>Mutualink, Inc.</td>
</tr>
<tr>
<td>BH Photo</td>
<td>Nevada State Purchasing</td>
</tr>
</tbody>
</table>

202 12th Street NE • P.O. Box 219 • Staples, MN 56479 • www.njpacoop.org
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black Creek Integrated Systems Corp.</td>
<td>Northland Business Systems</td>
</tr>
<tr>
<td>BryComm</td>
<td>Oatridge Security Group, Inc.</td>
</tr>
<tr>
<td>Building Control Systems</td>
<td>Onvia, Inc.</td>
</tr>
<tr>
<td>Cam-Dex</td>
<td>Pacific Apex Construction LLC dba CTS</td>
</tr>
<tr>
<td>Castle Defense 360 Security Consulting</td>
<td>Paladine Security</td>
</tr>
<tr>
<td>CEIA USA</td>
<td>PCS Security Systems</td>
</tr>
<tr>
<td>Chown Hardware</td>
<td>Performance Systems Integration LLC</td>
</tr>
<tr>
<td>CINCH Systems, Inc.</td>
<td>Presidio Network Systems Group</td>
</tr>
<tr>
<td>CJIS Group, LLC</td>
<td>Prime Vendor Inc.</td>
</tr>
<tr>
<td>Cobra Integrated Systems Ltd.</td>
<td>ProTech Security</td>
</tr>
<tr>
<td>Connection</td>
<td>Protection 1</td>
</tr>
<tr>
<td>Construction Industry Center</td>
<td>Quick Attach Attachments</td>
</tr>
<tr>
<td>Contractor Plan Center</td>
<td>Reece Complete Security Solutions</td>
</tr>
<tr>
<td>Control Solutions Northwest</td>
<td>RFI</td>
</tr>
<tr>
<td>Convergint Technologies</td>
<td>River City Locksmiths dba The Flying Locksmiths</td>
</tr>
<tr>
<td>Cook Security Group</td>
<td>Security by Design Inc.</td>
</tr>
<tr>
<td>Cornerstone Detention</td>
<td>Security Services Northwest, Inc.</td>
</tr>
<tr>
<td>CTG Security Electronics LLC</td>
<td>SeeQuestor Inc.</td>
</tr>
<tr>
<td>D Mullis Insurance</td>
<td>Shay Enterprise</td>
</tr>
<tr>
<td>Deltek</td>
<td>Siemens Building Technologies</td>
</tr>
<tr>
<td>Daxon Computer</td>
<td>Siemens Canada Limitée</td>
</tr>
<tr>
<td>Diamond Electronics, Inc.</td>
<td>Sierra Detention Systems, Inc.</td>
</tr>
<tr>
<td>Digital IDView</td>
<td>SimplexGrinnell LP</td>
</tr>
<tr>
<td>Diversified Integrated Systems Corp.</td>
<td>Skyline Communications</td>
</tr>
<tr>
<td>DSI</td>
<td>SMT Services, Inc.</td>
</tr>
<tr>
<td>e3 Solutions Inc.</td>
<td>Snoops Investigating</td>
</tr>
<tr>
<td>Electric Smith, Inc.</td>
<td>Solaris Technologies</td>
</tr>
<tr>
<td>Electro Watchman, Inc.</td>
<td>SoloProtect</td>
</tr>
<tr>
<td>eRepublic</td>
<td>SOS Systems</td>
</tr>
<tr>
<td>Fairchild Equipment Inc.</td>
<td>Sound Security, Inc.</td>
</tr>
<tr>
<td>Fire Protection Specialists</td>
<td>Stanley Convergent Security Solutions, Inc.</td>
</tr>
<tr>
<td>GCS</td>
<td>Stanley Security</td>
</tr>
<tr>
<td>GHA Technologies, Inc.</td>
<td>Star Asset Security LLC</td>
</tr>
<tr>
<td>Goldbelt Specialty Services LLC</td>
<td>State Center Community College District</td>
</tr>
<tr>
<td>GovDirections</td>
<td>State of Arkansas</td>
</tr>
<tr>
<td>Government Contracting Services</td>
<td>State of Delaware</td>
</tr>
<tr>
<td>Graybar Electric</td>
<td>Status Solutions, LLC</td>
</tr>
<tr>
<td>Guardian Security Systems</td>
<td>Street Smart Rental</td>
</tr>
<tr>
<td>Halifax Security Inc. dba North American Video</td>
<td>Technical Security Integration</td>
</tr>
<tr>
<td>Highland Mark</td>
<td>TechXtend, Inc.</td>
</tr>
<tr>
<td>Honeywell Building Solutions</td>
<td>Teldata</td>
</tr>
<tr>
<td>Houle Electric</td>
<td>TimeKeeping Systems, Inc.</td>
</tr>
<tr>
<td>Innovative Wireless Technologies</td>
<td>Total Automation Group</td>
</tr>
</tbody>
</table>
Proposals were opened on March 16, 2017, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

  API National Service Group  
  Cinch Systems INC  
  Convergint Technologies  
  Johnson Controls, Inc.  
  Life Safety Services, LLC  
  March Networks  
  Siemens Industry, Inc.  
  SimplexGrinnell, LP  
  Stanley Convergent Security Solution Inc.  
  Star Asset Security, LLC  
  Status Solutions, LLC  
  Tyco Integrated Security LLC

Proposals were reviewed by the Proposal Evaluation Committee:

  Kim Austin, NJPA Procurement Analyst III  
  Keith Hanson, CPA, NJPA Accounting Manager  
  Jim Kane, NJPA Business Development Administrator  
  Dan Listug, JD, NJPA Legislative Advocate  
  Gregg Meierhofer, CPP, NJPA Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

API National Service Group, Inc., is a national provider of testing and inspection services, repair/maintenance, retrofitting, and design and engineering of building fire suppression and life safety systems. API has over 150 offices nationally and is able to provide coverage to NJPA members across the US and Canada. As a full scope service provider of fire and life safety systems services, API’s national sales force and trained service providers offer NJPA member access to industry leading fire protection services at significantly discounted labor rates.

Convergint Technologies provides design, installation, and maintenance service for security and integrated building systems, and serves as a value added reseller for numerous manufacturers. They employ over 2,600 sales, technical and service professionals across the US, Canada and internationally. Convergint has proposed a range of solid discounts from MSRP on all product and service line items.

Johnson Controls, Inc. is a manufacturer and service provider for life safety, security and fire solutions, mechanical equipment and building control systems. They provide a variety of services including consulting, engineering and implementation services. JCI has 160 branch office locations in North America and 4,500 front line service employees.
JCI is one of only 24 organizations that have joined the Billion Dollar Roundtable, spending more than $1 billion annually with minority and women-owned businesses. Their pricing includes significant discounts on branch labor rates, list prices for equipment, controls and solutions, and mark-up for non-Johnson Control products.

Siemens Industry, Inc. is a manufacturer and service provider for surveillance systems, access control systems, intrusion detection, fire alarms, monitoring services, mass notification & emergency communications, command & control and building automation. Siemens Industry, Inc. has 9,000 sales and support staff in 110 offices throughout the U.S and Canada. Siemens Industry, Inc. offers its security products and services, fire systems and building automation at a considerable discount from MSRP, reflecting a strong value to NJPA members.

SimplexGrinnell, LP, is a provider of fire protection and life safety systems and services, covering all of North America. They serve their customers directly, through over 2,000 certified and trained technicians, 150 office locations, and more than 7,500 service trucks. SimplexGrinnell offers Members a national account labor rate that reflects a solid discount from local district rates representing a strong value.

Stanley Convergent Security Solution Inc., offers a suite of security system solutions, including integrated intrusion alarm, electronic access control, video surveillance systems, intercom, mass notification, and fire alarm systems. Stanley CSS operates from 75 Stanley CSS Branches across the US, and multiple locations in Canada, and is also supported by a network of service and installation subcontractors. Their line item pricing reflects a significant discount from their typical commercial sales prices, with additional discounts available on high volume orders.

Tyco Integrated Security LLC, provides video surveillance, fire and burglar event monitoring, access control, asset and occupant management products and services, configurable as standalone, integrated or subsystems. TycoIS operates 126 sales and service offices across the US, and will support Members with 750 sales representatives and over 2,000 security technicians. They offer a line item pricing structure that delivers a considerable discount off of standard commercial pricing, with a volume discount available on large individual orders.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #031517 to:

- API National Service Group
- Convergint Technologies
- Johnson Controls, Inc.
- Siemens Industry, Inc.
- SimplexGrinnell, LP
- Stanley Convergent Security Solution Inc.
- Tyco Integrated Security LLC

The preceding recommendations were approved on June 29, 2017.

Kim Austin, Procurement Analyst III
Gregg Meierhofer, CPPO, Procurement Analyst

202 12th Street NE • P.O. Box 219 • Staples, MN 56479 • www.njpacoop.org
Chair Wilson called the Regular Board meeting to order at 5:45 p.m. with the following members present: Barb Neprud, Mark Gerbi, Mary Freeman, Greg Zylka, Sara Nagel, Scott Veronen, Ryan Thomas and Mike Wilson. Also present were Stephan Jones, Ex-Officio; Chad Coauette, Susan Nanik, Paul Drange, Jeremy Schwartz, Sarah Speer, Mike Carlson, Jamie Loken, Jon Andres, Bev Hoemberg, and BreAnne Tollefson, NJPA staff.

Ms. Nagel moved, seconded by Mr. Gerbi to accept the agenda as amended. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to accept the minutes of the Regular Board Meeting held on June 20th, 2017. Motion carried.

Mr. Carlson presented the monthly Financial Reports and budget update.

Ms. Freeman moved, seconded by Mr. Zylka to approve the check register and Treasurer’s Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #93674 to #94257. Motion carried.

Ms. Freeman moved, seconded by Mr. Gerbi to approve all Wire Transfers #274 to #298. Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added June 1-30, 2017

Mr. Andres gave a day in the life of an NJPA employee presentation on his role as, Regional Membership Specialist.

Ms. Nanik gave an update on the Facilities.

Ms. Speer gave an update on the Transformational Experience of the Rebranding process.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Loken gave an update on the Information Technology Department.

Mr. Drange gave an update on Regional Programs.
Mr. Schwartz gave an update on Operations and Procurement and an update on the contracts awarded in July as noted in Appendix A.

Dr. Coauette gave an update on behalf of the Legal and Government Relations Departments.

Ms. Nagel moved, seconded by Mr. Zylka to approve the revised Rebate Policy. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to approve a 6 month leave of absence for Aprile Lack effective July 6, 2017 and open Travel and Logistics Specialist position. Motion carried.

Mr. Zylka moved, seconded by Mr. Gerbi to approve the following positions:
- Administrative Specialist, HR Assistant.
Motion carried.

Mr. Thomas moved, seconded by Ms. Neprud to approve hiring:
- Brenda Sprenger, Data Integration Specialist, effective July 3, 2017
- Ann Dibbs, Project Team Lead III, effective July 3, 2017
- Rebecca Nathe, Legal Assistant, effective July 24, 2017.
Motion carried.

Ms. Nagel moved, seconded by Mr. Gerbi to accept the resignation for early retirement from Gregg Meierhofer, effective September 1, 2017. Motion carried.

Mr. Gerbi moved, seconded by Mr. Zylka to approve the following Master Agreements:
- Collaborative Service Workers 2017-2019
- Collaborative Service Worker Supervisor 2017-2019
Motion carried.

Ms. Nanik gave the staffing update.

Dr. Coauette gave an update on potential change to the September Board work session, MSC Board meeting being scheduled here at NJPA on September 6th, National Cooperative Procurement Partners, Minnesota Service Cooperatives, and a recap of the MSC Conference.

Mr. Zylka moved, seconded by Mr. Gerbi to adjourn the meeting at 8:07pm. Motion carried.
Requesting Board permission to Solicit the following categories:

**APi National Service Group** 031517-API
Facility Security Equipment, Systems, and Services with Related Equipment and Supplies

**Convergint Technologies LLC** 031517-CTL
Facility Security Equipment, Systems, and Services with Related Equipment and Supplies

**Johnson Controls, Inc.** 031517-JHN
Facility Security Equipment, Systems, and Services with Related Equipment and Supplies

**Siemens Industry, Inc.** 031517-SIE
Facility Security Equipment, Systems, and Services with Related Equipment and Supplies

**SimplexGrinnell LP** 031517-SGL
Facility Security Equipment, Systems, and Services with Related Equipment and Supplies

**Stanley Convergent Security Solutions, Inc.** 031517-SCS
Facility Security Equipment, Systems, and Services with Related Equipment and Supplies

**Tyco Integrated Security LLC** 031517-TIS
Facility Security Equipment, Systems, and Services with Related Equipment and Supplies

**Cascade Engineering, Inc.** H1217-CEI
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

**Hol-Mar Corporation** 041217-HMC
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

**Marathon Equipment Company** 041217-MRC
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

**Old Dominion Brush Co., Inc.** 041217-ODB
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

**Palfinger Inc.** 041217-PAI
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

**Schaefler Systems International** 041217-SFR
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

**Paterson Industries, Inc.** 041217-P1I
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

**ReCollect Systems Inc.** 041217-RCS
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

**Wastequip, LLC** 041217-WQI
Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories

---

**NEW CONTRACT**

**Food Products and Distribution and Related Products and Services**

**Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services**

**Tires with Related Accessories Services and Supplies**

New ezIQC Contracts

---

**5TH YEAR RENEWALS**

**NEW RENEWALS**

ACCO Engineered Systems, Inc. CAX01W01-071916-AES

ACCO Engineered Systems, Inc. CAX02W01-071916-AES

ACCO Engineered Systems, Inc. CAX03W01-071916-AES

ACCO Engineered Systems, Inc. CAX04W01-071916-AES

Pages Couriers, Inc. CA-2015-040515-AP

Astra Construction Services, LLC. CA001-071916-AES

Brown & Root. SA-071515-BRR

Cencorse Contractors Enterprises, Inc. SA-071515-CCE

Engineering Design Technologies, Inc. SA-071515-EDT


Facility Solutions Group CAX01SL14-071916-FSG

Facility Solutions Group CAX01SL15-071916-FSG

Facility Solutions Group CAX01SL16-071916-FSG

Facility Solutions Group CAX01SL17-071916-FSG

Good Man Roofing & Construction, Inc. CA-2001GCR-081815-GWR

Greene & Buttleberry Property Management, LLC CA07-2-071515-GBP

Pen Construction, Inc. CA013-071515-PLR

HITT Contracting, Inc. CA015-071515-HCI

HITT Contracting, Inc. CA065-071515-HCI

J. Minter Enterprises, Inc. CA015-071515-MEI

DCC Construction, LLC. SA-071515-JDC

DCC Construction, LLC. SA-071515-JDI

Johnson-Laux Construction, LLC. CA011-071515-JL

McIlvain's Construction Corp., inc. CH010GBMB-081914-MCC

McIlvain's Construction Corp., inc. CH010GBMB-081914-MCC

McIlvain's Construction Corp., inc. CH020GBMB-081914-MCC

McIlvain's Construction Corp., inc. CH020GBMB-081914-MCC

McIlvain's Construction Corp., inc. CH020GBMB-081914-MCC

McIlvain's Construction Corp., inc. CH020GBMB-081914-MCC

McIlvain's Construction Corp., inc. CH020GBMB-081914-MCC

MTM Construction, Inc. CAX01W01-071916-MTM

North Star Construction & Engineering CA10-2015-150

Oxley Management, LLC CA013-071515-ORL

Prime Contractors, Inc. CA015-071515-PIC

Red Cloud Services, LLC CA015-071515-RC

Rockwood Builders, Ltd. CH010006-081914-RBL

Rubio and Son Interiors, Inc. CA015-071515-RS

Salvation Roofing Co., Inc. CA-2015-081815-SRC

Vinson Construction, Inc. CA-2015-081815-VO
2019 – 2022

Collective Bargaining Agreement

between

Yamhill County

and the

Federation of Oregon Parole and Probation Officers (FOPPO)
2019-2022 Collective Bargaining Agreement
Yamhill County and the Federal of Oregon Parole & Probation Officers

TABLE OF CONTENTS

PREAMBLE ................................................................................................................................. 1

ARTICLE I SCOPE OF AGREEMENT AND RECOGNITION .................................................. 1
1.1 Scope of Bargaining Unit ....................................................................................................... 1
1.2 Recognition .......................................................................................................................... 1
1.3 Intent .................................................................................................................................... 1
1.4 Copies ................................................................................................................................. 1

ARTICLE II MANAGEMENT RIGHTS ................................................................................... 2
2.1 Rights Retained by County .................................................................................................. 2
2.2 Illustrations ........................................................................................................................ 2

ARTICLES III NO STRIKE OR LOCKOUT DURING TERM OF AGREEMENT ................. 2
3.1 No Strike ............................................................................................................................ 2

ARTICLE IV HOURS OF WORK ................................................................................................. 3

ARTICLE V FEDERATION SECURITY AND CHECK-OFF .................................................. 3
5.1 Right to Organize ................................................................................................................ 3
5.2 Deduction of Membership Dues ....................................................................................... 3
5.3 New Employees ................................................................................................................ 4

ARTICLE VI SALARY AND WAGES ....................................................................................... 5
6.1 Wages ............................................................................................................................... 5
6.2 Merit Increase ................................................................................................................... 5
6.3 When Assigned to a Higher Classification ...................................................................... 5
6.4 Lead PPO Worker ............................................................................................................ 5
6.5 DPSST Certification Required to Advance to Step 3, Exception .................................. 6
6.6 BI-Lingual Premium ......................................................................................................... 6
6.7 After-Hours Duty Officer ................................................................................................ 6
6.8 DPSST Certification Pay ................................................................................................. 7
ARTICLE XI
HEALTH AND WELFARE ................................................................. 17

11.1 Medical/Dental ........................................................................ 17
11.2 Life Insurance .......................................................................... 18
11.3 Retirement ............................................................................... 18
11.4 Deferred Compensation .......................................................... 18
11.5 Eligible Employees .................................................................. 18
11.6 Retirement Benefit ................................................................. 18
11.7 Short Term Disability .............................................................. 19

ARTICLE XII
DISCIPLINE AND DISCHARGE ...................................................... 19

12.1 Cause for Discharge ............................................................... 19
12.2 Warning Notice ....................................................................... 19
12.3 Protest .................................................................................... 19
12.4 Notice to Federation ............................................................... 19
12.5 Records .................................................................................. 20
12.6 Definitions ............................................................................. 20

ARTICLE XIII
GRIEVANCE PROCEDURE .............................................................. 20

13.1 Discrimination Complaint ...................................................... 20
13.2 Dismissal or Suspension Disputes .......................................... 20
13.3 Timeliness of Grievance .......................................................... 20
13.4 Assignment of Grievance Step ................................................. 20
13.5 Grievance Steps ..................................................................... 21
13.6 Grievance Step Time Limits .................................................... 21
13.7 Employee Assurance ............................................................. 21
13.8 Employee’s Representation Rights Regarding Grievances .... 21
13.9 Official Statement of Grievance .............................................. 21
13.10 Observance of Time limits for Grievance Procedures .......... 21
13.11 Mediation ............................................................................. 22
13.12 Federation’s Right to Request Arbitration for Unsolved Grievance ........................................................................... 22
13.13 Selection of an Arbitrator ....................................................... 22
13.14 Binding Arbitration for Grievance Resolution ...................... 22
13.15 Arbitration Fees and Expenses ............................................ 22

ARTICLE XIV
PROBATION PERIOD ...................................................................... 22
PREAMBLE

THIS AGREEMENT is entered into by Yamhill County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and the Federation of Oregon Parole and Probation Officers (hereinafter referred to as "FEDERATION") (collectively, the “parties”). The parties acknowledge that there is a statutory division of authority and responsibility between the Board of Commissioners and certain elected officials or department heads with respect to administration of departments affected by this Agreement and that the statutes shall control in the event of conflict with any provision of this Agreement. Unless otherwise indicated, the term "COUNTY" shall include the Board of Commissioners and elected officials.

This document represents the full agreement between COUNTY and FEDERATION. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment and to promote general efficiency of the employees covered in providing services to the citizens of COUNTY. All previous agreements between the parties or individual employees covered by this Agreement are hereby superseded.

ARTICLE I

SCOPE OF AGREEMENT AND RECOGNITION

1.1 SCOPE OF BARGAINING UNIT. The bargaining unit, through agreement, shall apply to all COUNTY parole and probation officers, excluding temporary hires (6 months or less), interns, part-time employees who work less than 20 hours per week, supervisory employees, and confidential employees.

1.2 RECOGNITION. COUNTY recognizes the Federation of Oregon Parole and Probation Officers (hereinafter referred to as "FEDERATION") as the exclusive bargaining representative of all COUNTY parole and probation officers.

1.3 INTENT. The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to employment relations, which includes, but is not limited to, matters concerning direct or indirect monetary benefits, hours of work, vacation, sick leave, grievance procedures, and other conditions of employment.

1.4 COPIES. There shall be at least two signed copies of the final Agreement for the purpose of records. At least one copy shall be retained by COUNTY and one by FEDERATION.
ARTICLE II
MANAGEMENT RIGHTS

2.1 RIGHTS RETAINED BY COUNTY. COUNTY retains all the customary usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of COUNTY and any COUNTY department. The rights of employees in the bargaining unit and FEDERATION are limited to those specifically set forth in this Agreement and the Public Employees Collective Bargaining Act ("PECBA"), subject to the requirements of PECBA, including COUNTY’S obligation to bargain under PECBA to the extent the exercise of these rights involves a mandatory subject of bargaining or impacts a mandatory subject of bargaining.

2.2 ILLUSTRATIONS. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of COUNTY shall include the following:

(a) To direct and supervise all operations, functions and policies of the departments in which employees in the bargaining unit are employed, as well as operations, functions, and policies in the remainder of COUNTY as they may affect employees in the bargaining unit.

(b) To close or liquidate an office, branch, operation, facility, service program, or combination thereof, or to relocate, reorganize or combine the work of divisions, programs, offices, branches, operations, or facilities for budgetary or other reasons.

(c) To determine the levels of service and methods of operation, including the subcontracting of duties other than those required to be performed by a certified parole and probation officer ("PPO") and the introduction of new equipment, the right to hire, lay off, transfer, promote, determine duties and qualifications to be required, job classifications, discipline and discharge for cause, determine work schedules and assign work, and any other such rights not specifically referred to in this Agreement.

ARTICLE III
NO STRIKE OR LOCKOUT DURING TERM OF AGREEMENT

3.1 NO STRIKE. FEDERATION and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, or picketing, affecting the operations of any COUNTY department or any other restriction of work at any location in the COUNTY. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. COUNTY shall not lock out any employee during the term of this Agreement. Upon notification confirmed in writing by COUNTY to FEDERATION that certain bargaining unit employees covered by this Agreement...
are engaged in strike activity in violation of this article, FEDERATION shall, upon receipt of a mailing list, advise such striking employees in writing with a copy to COUNTY to return to work immediately. Such notification by FEDERATION shall not constitute an admission that it has caused or counseled such strike activities. The notification to the employees covered by this Agreement by the FEDERATION shall be made solely at the request of COUNTY.

ARTICLE IV

HOURS OF WORK

It is recognized by both parties that employees in the bargaining unit work irregular hours in the performance of their duties. The official work week shall consist of a seven-day period, commencing at 12:05 a.m. each Sunday and ending at 12:04 a.m. each Sunday. The regular work week consists of forty (40) hours falling within the seven-day period. It is, therefore, incumbent on the employees and the supervisors to work together in scheduling these hours in the best interest of providing adequate and effective service. "Trade time" within the work week may be allowed with the permission of a supervisor.

Employees may be allowed a flexible work schedule (including a 4-10 work schedule) upon individual request. Approval may be granted, withheld, and/or revoked by management. COUNTY Administrator must approve any employee’s change to a flexible work schedule.

Except in emergency situations, all work performed in excess of 40 hours per work week must be authorized in advance by the supervisor. Emergency overtime must be reported to the supervisor within 72 hours of its occurrence. An employee who works more than forty (40) hours in a work week shall receive compensatory time off at the rate of 1.5 hours for each 1 hour worked in excess of 40 hours per work week.

ARTICLE V

FEDERATION SECURITY AND CHECK-OFF

5.1 RIGHT TO ORGANIZE. Employees shall have the right to self-organize, to form, join, or assist FEDERATION, or to refrain therefrom. There shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or FEDERATION activities.

5.2 DEDUCTION OF MEMBERSHIP DUES.

(a) Eligible employees may have FEDERATION dues deducted from his or her wages by submitting properly executed written dues authorization cards or statements to COUNTY or to FEDERATION with copy to COUNTY. Employees who are current members of FEDERATION shall be presumed to have submitted such authorization to COUNTY until written notice of cancellation to COUNTY. However, COUNTY shall no longer collect “in lieu of dues” payments as of the date of execution of this Agreement and shall presume all previous
written authorizations for “in lieu of dues” payments to be rescinded in light of *Janus v. American Federation of State, County, and Municipal Employees.*

COUNTY shall have no duty to deduct dues for an employee until actual receipt of such authorization. Upon receipt of such authorization by COUNTY, dues shall be deducted in accordance with regular COUNTY payroll practices beginning with the next payroll period after receipt of such authorization and, thereafter, the dues shall be transmitted to FEDERATION or its designated depository. The aggregate deductions of all employees shall be remitted together with an itemized statement to FEDERATION no later than the month following the month for which the deductions were made. Any discrepancy in the amount remitted to FEDERATION shall be corrected within a reasonable time period.

(b) FEDERATION shall have sole responsibility to notify COUNTY of any change in the amount of dues to be deducted at least sixty (60) days in advance of said change. Under no circumstances shall COUNTY be required to deduct FEDERATION fines, penalties, or other assessments from the wages of any member.

(c) Any authorization for dues deduction may be cancelled by the employee upon written notice to COUNTY. The cancellation will become effective and shall be implemented no later than the second payroll after receipt of notice by COUNTY.

(d) When an employee separates from employment with COUNTY or is laid off, regardless of the reason for separation or lay off, any unpaid dues owed to FEDERATION will be deducted from the employee’s last paycheck if funds are available for such deduction after statutory, court-ordered, and other voluntary deductions and/or wage withholdings have been made.

(e) FEDERATION agrees to defend, indemnify, and hold COUNTY harmless against any and all claims, suits, orders, judgments, or any other actions brought or issued against COUNTY as a result of any actions taken pursuant to implementation of the provisions of this Article, so long as COUNTY has acted in good faith with the provisions outlined in this Article. COUNTY shall have no responsibility or liability for the improper or incorrect deduction of any dues. FEDERATION shall hold COUNTY harmless for any errors in the administration of the dues deduction system.

5.3 NEW EMPLOYEES. COUNTY agrees to furnish FEDERATION by the 10th of each month a list of all new employees hired during the preceding month and of all employees who terminated during the month. Such list shall contain the names of the employees, along with their job classification, work location, and home address.
ARTICLE VI

SALARY AND WAGES

6.1 WAGES.

(a) Effective and retroactive to July 1, 2019, all bargaining unit members employed by COUNTY on June 30, 2019, shall receive a 2.25 % cost of living increase over salaries in effect on June 30, 2019.

(b) July 1, 2020. All bargaining unit members employed by COUNTY on June 30, 2020, shall receive a 2.00% cost of living increase over salaries in effect on June 30, 2020.

(c) July 1, 2021. All bargaining unit members employed by COUNTY on June 30, 2021 shall receive a 2.00% cost of living increase over salaries in effect on June 30, 2021.

6.2 MERIT INCREASE.

(a) Employees receiving a rating of "meets expectations" on their annual evaluation shall receive a merit increase to the next highest step on the salary schedule on their anniversary date. Employees at the top step of the salary schedule for their job classification will not receive a merit raise.

(b) The annual evaluation shall be performed prior to the employee's anniversary hire date.

6.3 WHEN ASSIGNED TO A HIGHER CLASSIFICATION. Whenever an employee is assigned to and does perform substantially all the duties of a budgeted position which is in a higher classification for one shift within a calendar month, the employee will be paid for all shifts worked at the higher classification at a rate no less than that step on the salary schedule for the higher classification which is closest to but higher than the employee's current rate.

6.4 LEAD PPO WORKER. "Lead PPO" shall be defined as an employee who voluntarily accepts an assignment by the Director of the Department of Community Justice in writing for "Lead PPO Work." "Lead PPO Work" is defined as, on a recurring daily basis, while performing essentially the same duties as the employees led, the employee designated “Lead PPO” has agreed to perform substantially all of the following functions: orient new employees, students, and volunteers; assign and reassign tasks to accomplish prescribed work efficiently; give direction to employees concerning work procedures; transmit established standards of performance to employees; review work of employees for conformance to standards; review and approve reports and documents for distribution to the District Attorney’s Office and releasing authority; and provide informal assessment of employee performance to the Director of the
Department of Community Justice. It is not the intent of this section to authorize a Lead PPO to conduct performance appraisals or issue discipline.

An employee designated in writing by the Director of the Department of Community Justice as Lead PPO shall receive an additional $225.00 per month in salary, which shall be pro-rated if appointment is made on a day other than the first of the month.

In order to qualify for Lead PPO status, PPOs must not be on probationary status, must possess a valid Intermediate DPSST Certification or higher, must not have received any disciplinary action in the previous 12 months, and must be in good standing. A list of qualified Lead PPO will be established, and they will be assigned to fulfill these duties on a rotational basis so that each receives an equal opportunity and equal period of time to perform these duties.

COUNTY considers implementing Lead PPO Work opportunities in this manner to be a privilege and an opportunity for current qualifying PPOs to gain leadership experience and enhance their ability to compete for future opportunities in a leadership position, and as a benefit to the Department of Community Justice as assistance to the leadership team. The Director of the Department of Community Justice may de-designate Lead PPO status at any time.

Section 6.5 DPSST CERTIFICATION REQUIRED TO ADVANCE TO STEP 3. EXCEPTION. A PPO must be certified as a parole and probation officer by the Department of Public Safety Standards and Training (“DPSST”) before being eligible to advance to step 3; provided, however, that this restriction shall not apply to an employee who is currently certified as a parole and probation officer in another state.

Section 6.6 BI-LINGUAL PREMIUM.

(a) At the sole discretion of the Director of the Department of Community Justice, an employee is eligible for a premium of $72.50 per pay period if the employee is bi-lingual in English and Spanish and demonstrates significant and necessary use of bi-lingual skills in the performance of job duties. The Director of the Department of Community Justice may terminate the employee’s eligibility for the bi-lingual premium at any time upon the Director of the Department of Community Justice’s determination that an employee’s use of bi-lingual skills in the performance of duties is no longer significant or necessary.

Section 6.7 AFTER-HOURS DUTY OFFICER.

(a) DPSST certified employees may serve as after-hours duty officer for a seven-day period on a rotational basis. While serving as after-hours duty officer, the employee will carry equipment provided by COUNTY in order to respond to law enforcement inquiries regarding an offender when dispatch is unable to reach the primary officer or officer of record.

(b) The after-hours duty officer will be paid a premium of $150.00 for the seven-day period. Further, the after-hours duty officer may be paid overtime for each non-assigned client call,
calculated in 15-minute increments for calls from 5:01 a.m. to 10:59 p.m. and in 30-minute increments for calls from 11:00 p.m. to 5:00 a.m.

Section 6.8 DPSST CERTIFICATION PAY. The following amounts of incentive pay shall be paid per pay period to all members who are currently certified by the Department of Public Safety and Standards during that pay period.

(a) Intermediate DPSST certification pay. A certified employee shall be paid a monthly premium of 2% per pay period, calculated based on the base salary per pay period as stated on the salary schedule if the employee holds a current intermediate Parole and Probation DPSST certification.

(b) Advanced DPSST certification pay. A certified employee shall be paid a premium of 5% per pay period, calculated based on the base salary per pay period as stated on the salary schedule if the employee holds a current advanced parole and probation DPSST certification.

(c) Certification pay non-cumulative. DPSST certification pay is not cumulative. Qualifying employees earn either intermediate DPSST certification pay or advanced DPSST certification pay, not both.

Section 6.9

Definitions:

NEOP: The New Employee Orientation Program during the first 3-4 weeks of the PTO training program.

Ghost Phase: The last phase of the PTO training program phase after the trainee successfully completes Phase A, B, C, D, and evaluation weeks.

(a) Parole and Probation Training Officers (PTO): PTO assignments shall be made or revoked at the sole discretion of the department head or designee. To qualify for a PTO assignment, the employee must be in good standing, must have completed PTO DPSST training program and possess at least an intermediate Parole and Probation DPSST Certification. An employee assigned and working as a PTO shall be paid a premium of 5% of the regular base wage hourly rate for actual time worked performing specified PTO duties during NEOP, Phases A, B, C, and D, evaluation weeks, prescriptive training weeks, and Ghost Phase. Such PTO duties consist of directly training trainees, attending PTO meetings, planning lessons, and attending retreats. The premium rate shall not apply to paid holidays, leave periods, or other work time.

(b) Certified Staff Trainers (CST): CST assignments shall be made or revoked at the sole discretion of the department head or designee. To qualify for a CST assignment, the employee must be in good standing, must have completed a certified training program approved by the department head or designee for the training to be performed, and must possess at least an intermediate Parole and Probation DPSST Certification. A CST shall be paid a premium of 3% of the regular base wage rate for actual time worked performing specified CST duties. Such CST
duties consist of conducting staff trainings and planning lessons for such staff trainings. CST assignments are available for CPR/First Aid, firearms, defensive tactics, confrontational simulation, and Taser training.

(c) PTO and CST premium pay is not cumulative. Employees with PTO and CST assignments shall be paid a maximum premium of 5% of the regular base wage hourly rate for actual time worked performing specified PTO or CST duties. The premium rate shall not apply to paid holidays, leave periods, or other work time.

Section 6.10 LONGEVITY PAY. Employees are eligible to receive longevity pay if they (1) meet the continuous service requirement; and (2) do not have discipline on their record within the twelve (12) months preceding their anniversary date (i.e., disqualifying discipline must have been removed following a grievance). An employee who has completed fifteen (15) years of continuous service with the COUNTY shall receive each month an additional wage amount equal to $58.33. An employee who has completed twenty (20) years of continuous service with the COUNTY shall receive each month an additional wage amount equal to $116.67.

Employees covered by a work improvement plan on their anniversary date will receive longevity premium upon satisfactorily completing the work plan.

ARTICLE VII

HOLIDAYS

7.1 HOLIDAYS. The following shall be recognized as paid holidays:


Personal holidays may be used at the discretion of the employee with the consent of his/her employer, provided, however, an employee must be employed for at least three months before the personal holiday may be used. In all cases, personal holidays must be taken by the end of each fiscal year (June 30). COUNTY shall retain the right to assign work to employees sufficient to maintain Department operations during holidays.

Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Furthermore, pursuant to ORS 187.020, whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

“Commissioners’ Day” may be taken either the day before or the Monday after Thanksgiving Day, the day before Christmas Eve or after Christmas Day, or the day before or after New Year's Day. Commissioners’ Day has no cash value.

7.2 HOLIDAY PAY. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. If any employee is on authorized vacation, sick leave, or other paid leave when a holiday occurs, the employee shall receive the
holiday without deducting from accrued paid leave. Unless on a bona fide authorized leave with pay, an employee, to be eligible for holiday pay, must work his/her full assigned shifts next preceding and following the holiday. Holiday pay shall be prorated for regular part-time employees in proportion to their regularly assigned work schedule. For example, a part-time employee who would regularly work four (4) hours on a day that falls on a holiday would earn four (4) hours of holiday pay.

7.3 HOLIDAY WORK. If an employee is required to work on any of the holidays listed in section 7.1 above, he or she shall receive holiday pay and, in addition to the regular holiday pay, compensation for all hours worked at one and one-half his/her regular rate of pay.

ARTICLE VIII

VACATIONS

8.1 VACATION LEAVE ACCRUAL. Full-time employees shall accrue vacation leave as follows:

(a) Employees with less than 12 months of continuous service shall accrue only conditional vacation hours. Conditional vacation hours may be used only upon approval by the department head or designee. All unused accrued conditional vacation hours are forfeited upon separation from employment for any reason before the employee completes 12 months of continuous service. Upon completing 12 months of continuous service, unused accrued conditional vacation hours shall convert to regular vacation hours.

<table>
<thead>
<tr>
<th>Completed Continuous Service</th>
<th>Accrual Rate</th>
<th>Total Annual Accrual</th>
<th>Total Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>6 months</td>
<td>40 hours</td>
<td>40 hours</td>
<td>250 hours</td>
</tr>
<tr>
<td>9 months</td>
<td>20 hours</td>
<td>20 hours</td>
<td>250 hours</td>
</tr>
<tr>
<td>12 months</td>
<td>20 hours</td>
<td>20 hours</td>
<td>250 hours</td>
</tr>
</tbody>
</table>

* This table reflects accrual rates for full-time employees. Part-time employees shall accrue conditional vacation hours at a prorated rate based on their regularly-assigned work schedule. For example, a part-time employee who regularly works twenty (20) hours per work week accrues conditional vacation hours at fifty percent (50%) of the rate for full-time employees.

(b) Employees with 12 months or more of continuous service shall accrue regular vacation hours. Regular vacation hours may be used as set forth herein. All unused accrued regular
vacation hours shall be paid to the employee at the employee’s regular wage rate at the time of separation.

<table>
<thead>
<tr>
<th>Completed Continuous Service</th>
<th>Accrual Rate</th>
<th>Total Annual Accrual</th>
<th>Total Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 – 59 months</td>
<td>8 hours per month</td>
<td>96 hours per year</td>
<td>250 hours</td>
</tr>
<tr>
<td>60 – 119 months</td>
<td>10 hours per month</td>
<td>120 hours per year</td>
<td>250 hours</td>
</tr>
<tr>
<td>120 – 179 months</td>
<td>12 hours per month</td>
<td>144 hours per year</td>
<td>250 hours</td>
</tr>
<tr>
<td>180 - 239 months</td>
<td>14 hours per month</td>
<td>168 hours per year</td>
<td>250 hours</td>
</tr>
<tr>
<td>240 months or more</td>
<td>16 hours per month</td>
<td>192 hours per year</td>
<td>250 hours</td>
</tr>
</tbody>
</table>

* This table reflects accrual rates for full-time employees. Part-time employees shall accrue vacation hours at a prorated rate based on their regularly-assigned work schedule. For example, a part-time employee who regularly works twenty (20) hours per work week accrues conditional vacation hours at fifty percent (50%) of the rate for full-time employees.

8.2 CONTINUOUS SERVICE. For the purpose of determining vacation accrual rates, continuous service shall mean employment by COUNTY that has not been interrupted by a separation of employment for any reason. Continuous service for rehired employees shall begin from the most recent date of hire. Unpaid leave periods shall not be counted as completed continuous service for the purpose of advancing to a higher accrual rate, nor shall vacation hours accrue during such periods unless doing so would be prohibited by an applicable federal or state law. Employees whose anniversary date is between the first and fifteenth day of a month shall be considered to have been hired on the first day of the month. Employees whose anniversary date is between the 16th and last day of a month shall be considered to have been hired on the first day of the next month.

8.3 MAXIMUM ACCUMULATION. The maximum vacation that may be accumulated by an employee is 250 hours. Vacation hours in excess of 250 hours shall be automatically converted into sick leave and credited to the employee’s sick leave bank.

8.4 VACATION SCHEDULING. Vacation times shall be scheduled by COUNTY based on the sole discretion of the department head or designee as to the needs of efficient operations and the availability of vacation relief. Vacation may be approved in the order in which the requests are received.

However, if a conflict in vacation dates arises between two or more employees making a vacation request, the employee having seniority shall be entitled preference in scheduling. Vacations shall be scheduled on a first come, first served basis.
to the extent consistent with operating requirements of COUNTY. Exceptions may be granted at the discretion of the department head or designee.

8.5 **TERMINATION OF EMPLOYMENT.** Upon separation from employment after completing twelve (12) months of continuous service, unused accrued regular vacation hours shall be cashed out and paid to the employee at the employee’s regular base wage rate at the time of separation.

8.6 **VACATION SELL-BACK.** An employee with at least one year of continuous service may elect to sell back up to 40 hours of accrued vacation time. This option may be exercised once each fiscal year. Said request shall be in writing on a COUNTY-approved form and department head approval shall be required. Vacation sell-back may not be used in conjunction with any vacation donation. Payment shall be made according to the schedule indicated on the request form.

**ARTICLE IX**

**SICK LEAVE**

9.1 **STATUTORY COMPLIANCE.** COUNTY provides sick leave in accordance with Oregon sick time law, as required. In the event of any conflict between the terms set forth in this section and applicable law, the law will be followed. No employee will suffer adverse employment action, discrimination, or retaliation with respect to any term or condition of employment for requesting, using, inquiring about, complaining about, or participating in an investigation, proceeding, or hearing related to the use of sick leave, except in cases of abuse, fraud, or violation of policies and procedures.

9.2 **SICK LEAVE ACCRUAL.** Full-time employees shall accrue sick leave at the rate of eight hours per full calendar month worked. Exempt full-time employees are presumed to work forty (40) hours per work week for the purposes of calculating sick time accrual. Part-time employees shall accrue sick leave at a prorated rate based on their regularly-assigned work schedule. For example, a part-time employee who regularly works twenty (20) hours per work week accrues sick leave at fifty percent (50%) of the rate for full-time employees, which is four sick leave hours. Full-time employees who work a partial month, excluding periods of paid leave or paid holidays, shall accrue sick leave at the same rate as a part-time employee working that same work schedule. In all instances, employees shall not accrue sick leave at a rate less than one hour for every thirty hours worked.

Sick leave may be accumulated to a total maximum of 1260 hours and may be taken only for the purpose specified in section 9.3. Employees who are rehired by COUNTY within six (6) months of separation are entitled to use previously unused accrued sick time immediately upon re-employment.
Sick leave will be paid at the same wage rate that the employee would have earned but for the absence based on the employee’s regular work schedule. Sick leave pay does not include overtime or PTO/CST premium pay.

9.3 UTILIZATION OF SICK LEAVE. Sick leave may be used in increments of one (1) hour. Sick leave may be used to cover absences during part of a shift or for an entire shift. Sick leave may be used for the following reasons:

- To care for the employee or the employee’s family member with a mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care;
- To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, completed within 12 months after birth or placement of the child;
- To recover from or seek treatment for a health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee’s regular position;
- Absences associated with the death of a family member by:
  - Attending the funeral or alternative to a funeral of the family member;
  - Making arrangements necessitated by the death of the family member; or
  - Grieving the death of the family member;
- Absences related to domestic violence, harassment, sexual assault or stalking:
- To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee’s minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;
- To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee’s minor child or dependent;
- To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking;
- To obtain services from a victim services provider for the eligible employee or the employee’s minor child or dependent; or
- To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee’s minor child or dependent;
- In the event of a public health emergency, including but not limited to:
  - Closure of the employee’s place of business, or the school or place of care of the employee’s child, by order of a public official due to a public health emergency;
A determination by a lawful public health authority or a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others; or

The exclusion of the employee from workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

For the purposes of this section, “family member” means the employee’s spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same-gender domestic partner’s child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner’s parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis relationship. “In loco parentis” means those individuals with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

Use of sick leave runs concurrently with state and federal leave laws, including but not limited to the Oregon Family Leave Act (OFLA), Oregon domestic violence leave laws, and the Family Medical Leave Act (FMLA). Employees may use paid sick leave to supplement time loss payments in accepted workers compensation claims up to their regular wages, to the extent permitted by law.

9.4 SICK LEAVE SCHEDULING. In such event, the employee shall notify the department head or designee of the reasons for the employee’s absence and expected length thereof, as soon as possible and in no event later than the first half of the first regular work shift unless unable to do so because of the qualifying reason for use of sick leave. Employees must make reasonable efforts to schedule planned sick leave and provide reasonable advance notice, not to exceed ten (10) days prior to the first day of the sick leave, so as to not unduly disrupt COUNTY operations.

9.5 SICK LEAVE VERIFICATION. Medical verification or other certification for the use of sick leave may be requested by the County Administrator, department head, or designee under these circumstances:

- An employee takes more than three consecutively scheduled workdays of sick leave;
- The need for sick time is foreseeable and is projected to last more than three consecutively scheduled workdays; or
- An employee commences sick time without providing notice required by this section; or
- COUNTY has sufficient evidence to suspect that an employee is abusing sick time, including engaging in a pattern of absenteeism, regardless of whether the employee has used sick time for more than three consecutive days. “Pattern of abuse” includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days, or paydays.

If an employee fails to provide verification or certification when requested, COUNTY shall not be required to pay for the use of sick time for the absence taken until the employee provides verification or certification verifying that the absence was for a qualifying reason.
9.6 INTEGRATION WITH WORKERS COMPENSATION. During the time an employee is entitled to time-loss benefits due to a non-chargeable approved workers compensation claim for a work-related injury, the workers’ compensation carrier’s time loss payment is supplemented by COUNTY’s payment to the employee of one-third of the employee’s regular salary. All benefits and accruals (except for the benefits under Article 11 which are specified in subparagraph (d)) are calculated on the basis of the one-third payment so long as the one-third payment is made. The one-third payments by COUNTY will not be made after 180 days from the date of injury.

- (a) CHARGEABLE INJURIES. Where the COUNTY reasonably believes that a compensable injury has occurred due to the employee’s failure to follow proper safety procedure instructions, or was engaged in activities outside the scope of COUNTY employment, the COUNTY may elect to declare the injury a “chargeable injury”. (b) Where the compensable injury is a chargeable injury, the employee may opt to supplement the workers compensation time loss benefit to an amount not to exceed the worker’s regular salary by applying accrued compensatory time, accrued vacation leave or accrued sick leave. To exercise this option, the employee must notify COUNTY in advance of the payroll deadline.

- (c) An employee may appeal the COUNTY’S declaration of an injury as “chargeable” to a review panel of two members appointed by the Association president and two members appointed by COUNTY Administrator. The Review Committee’s determination is subject to the grievance process in Article XIII, beginning at Step 2.

- (d) For approved workers’ compensation claims resulting from a work-related injury, COUNTY will pay premiums due under Article 11 on behalf of the injured employee until all of the employee’s accrued leave is exhausted or 18 months from the date of the work-related injury, whichever is later. COUNTY will provide the benefits under Article XI allowed under this section in the same manner as they were provided at the time of the employee’s work-related injury.

9.7 SICK LEAVE WITHOUT PAY. An employee may apply for sick leave without pay, which is unprotected leave provided by COUNTY to qualifying employees after the employee has exhausted all accrued paid leave, including but not limited to vacation, compensatory, and sick leave hours. Sick leave without pay may be used for recovery from injury or illness to the employee for a period of time not to exceed twelve (12) weeks. COUNTY may grant sick leave without pay at its discretion, based on the operational needs and limits of the department or COUNTY, the requirements of COUNTY’s Leave of Absence (Unpaid) policy, and medical certification provided by the employee.

So long as the employee is on authorized leave under this section, the employee shall be reinstated to his or her former or equivalent position after presenting a return to work release from a healthcare provider.

2019 – 2022 COLLECTIVE BARGAINING AGREEMENT
(Yamhill County and FOPPO) – Page 14
9.8 **RETIirement FROM EMPLOYMENT.** Compensation for accrued sick leave shall be provided for any employee upon the employee’s retirement, separation from COUNTY employment due to job-related disability, or separation from COUNTY employment due to the employee’s death at the rate of 25% of the accrued sick leave time. For the purpose of this section only, an employee shall be entitled to payment of accrued sick leave upon retirement when all of the following conditions are satisfied:

(a) The employee is at least 50 years old; and

(b) The employee has worked at least ten years continuous service immediately prior to retirement as a COUNTY employee; and

(c) The employee intends to work no more than 20 hours per week at another job.

“Continuous service” shall mean employment by COUNTY that has not been interrupted by a separation of employment for any reason. Continuous service for rehired employees shall begin from the most recent date of hire. One month of completed continuous service means one full calendar month of employment by COUNTY in which employee actually worked, regardless of the actual date of hire. Unpaid leave periods shall not be counted as completed continuous service for the purpose of this section, unless doing so would be prohibited by an applicable federal or state law.

9.9 **Donated Leave.** COUNTY agrees to continue its current donated leave program for employees in need of additional leave. Members of this bargaining unit may elect to donate vacation leave under COUNTY’S program.

**Article X**

**Other Leaves and Absences**

10.1 **Criteria and Procedure.** Leave of absence without pay (not to exceed 90 calendar days) may be granted upon establishment of reasonable justification therefore in instances where the operations of the department will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally such leave will not be approved for an employee for the purpose of accepting employment outside the service of COUNTY. Such leaves may be renewed or extended upon request and in the discretion of COUNTY Administrator or designee.

10.2 **Jury Duty.** Employees shall be granted paid leave for service on a jury. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by him/her for such jury duty. Upon being excused from jury service before the end of the regular work day, employees shall immediately contact the department head or other supervisor to receive their work assignment for the remainder of the employee’s regular work day.
10.3 **APPEARANCES.** Leave with pay shall be granted for appearances before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. The compensation paid to such employee shall be reduced by an amount equal to any compensation the employee may receive as a witness fee.

10.4 **FEDERATION BUSINESS.** FEDERATION or its representatives shall have the right to conduct official FEDERATION business on COUNTY property at such time and in a manner which does not interrupt COUNTY operations or efficiency. Nothing herein is to be construed as a right of an employee to leave the employee’s station without supervisory approval. FEDERATION shall conduct all business on other than COUNTY time except as expressly authorized elsewhere in this Agreement.

10.5 **ELECTION DAY.** Employees shall be granted up to two hours of paid leave to vote on any election day if, due to scheduling of work, they would not otherwise be able to vote.

10.6 **FAMILY MEDICAL LEAVE.** Family medical leave shall be granted in accordance with applicable Oregon and Federal law.

10.7 **EDUCATIONAL LEAVE.** After completing one year of continuous service a full time employee, upon written request, may be granted a leave of absence without pay by COUNTY for the purpose of upgrading professional ability through enrollment at an accredited school or course of study. The period of such leave of absence shall not exceed one year but may be renewed or extended upon request of the employee and approval of COUNTY. One year leaves of absence, with requested extension, for educational purposes may not be provided more than once in a three-year period.

10.8 **CONFERENCES.** Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability when authorized by the department head or manager having supervision of the employee.

10.9 **MILITARY LEAVE WITH PAY.** A regular, full time employee who has been employed for six months preceding an application for military leave, and who has not been on military leave at the time of application, will be granted a military leave of absence with pay for a period not exceeding 15 days in any one training year, in accordance with ORS 408.290

10.10 (a) **MILITARY LEAVE WITHOUT PAY.** Military leave is granted to all employees who are absent from work because of service in the U.S. uniformed services, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

(b) **VETERANS DAY LEAVE FOR VETERANS.** An employee who qualifies as a veteran may be granted leave without pay to celebrate the actual Veterans Day when...
COUNTY’S observed Veterans Day does not coincide with the actual Veterans Day. Leave will be granted in accordance with applicable state and/or federal law.

10.11 (a) BEREAVEMENT LEAVE. An employee may be granted up to five days paid bereavement leave, within a two-week period, in the event of death in the immediate family of the employee, for the purpose of making household adjustments and to attend the funeral. An employee may also be granted bereavement leave with pay to attend the funeral of a current fellow employee. An employee may also be granted bereavement leave without regular pay in the event of death of a close friend. Time taken off to attend such friend or fellow employee's funeral may be scheduled in half-day increments and shall be limited to no more than one day. An eligible employee shall be granted leave under the Oregon Family Leave Act (“OFLA”), as provided in ORS 659A.159. Where both leaves coincide, OFL for bereavement shall run concurrently with bereavement leave, as stated in this section, and not be additional leave.

(b) IMMEDIATE FAMILY. An employee's "immediate family," as used in section 10.11 above, shall include only the fiancé, domestic partner, same-gender domestic partner, spouse, custodial, non-custodial, adoptive, foster, or biological parent, parent of same-gender domestic partner, grandparent, grandchild, biological, adopted, foster or stepchild, brother, sister, mother-in-law, father-in-law, step parent, of the employee, the employee’s spouse, or the employee’s same-gender domestic partner (e.g., spouse’s grandparent). and individuals residing in the same household as the employee.

10.12 CONTINUATION OF BENEFITS. Upon termination, an employee may continue at the employee's sole expense COUNTY fringe benefits (excluding retirement) as permitted or provided by policy, federal, or state law.

ARTICLE XI

HEALTH AND WELFARE

11.1 MEDICAL/DENTAL.

(a) From July 1, 2019 through June 30, 2022, COUNTY shall offer FOPPO members the same medical and dental packages, including VEBAs, offered to Yamhill County Employee Association, hereinafter referred to as “YCEA” bargaining unit members in the same period. COUNTY shall pay for medical/dental coverage of FOPPO employees and their dependents up to the maximum monthly premium COUNTY agrees with YCEA to pay on behalf of YCEA members.

(b) Payments above the maximum monthly premium allowed under subsection (a) will be made by the employee by payroll deduction.

(c) The employee shall have choice of coverage under a given plan within a package and may select the plan at the time of employment or at the annual open enrollment period.
(d) As used in this section, “maximum monthly premium” means the maximum amount COUNTY will pay in a given month for the combined cost of the medical and dental plan.

(e) From July 1, 2019 through June 30, 2022, COUNTY shall offer FOPPO members the same long term disability plan, if any, offered to YCEA bargaining unit members in the same period. If a long term disability plan is offered to YCEA bargaining unit members, COUNTY shall pay for long term disability insurance coverage of FOPPO employees and their dependents up to the maximum monthly premium COUNTY agrees with YCEA to pay on behalf of YCEA members.

11.2 LIFE INSURANCE. COUNTY shall provide $10,000 term life insurance for each employee and $2,000 for the employee’s eligible dependents under a plan selected by COUNTY. Employees shall designate their beneficiaries. COUNTY will provide an option for additional life insurance at the employee's cost.

11.3 RETIREMENT. Effective July 1, 1990, COUNTY shall provide employees with prospective PERS/OPSRP “police and fire” retirement coverage unless otherwise prohibited by law.

11.4 DEFERRED COMPENSATION. COUNTY shall provide the ability for an employee to participate in a Deferred Compensation Plan through a financial institution such as Nationwide, ICMA, or other qualified institution.

11.5 ELIGIBLE EMPLOYEES.

(a) Full time employees shall be eligible for the health and welfare benefits set forth in this Article on the first day of the calendar month following the date of hire if the employee is hired on or before the 15th day of the month. If the employee is hired on or after the 16th day of the month, then the employee shall be eligible on the first day of the second calendar month following the date of hire.

(b) Regular part time employees shall be eligible for the health and welfare benefits set forth in this Article on the first day of the calendar month following the date of hire if the employee is hired on or before the 15th day of the month. If the employee is hired on or after the 16th day of the month, then the employee shall be eligible on the first day of the second calendar month following the date of hire. Eligible regular part time employees shall receive pro-rated benefits according to their percentage of working full time.

11.6 RETIREMENT BENEFIT. An employee who has served COUNTY for a minimum of 10 years continuous service immediately prior to retirement at or after the age of 55 will be entitled to an early retirement benefit in the form of severance pay in the sum of $100 for each year of the employee’s age less than 70.

Continuous service shall mean employment by COUNTY that has not been interrupted by a separation of employment for any reason. Continuous service for rehired employees shall begin...
from the most recent date of hire. Unpaid leave periods shall not be counted as completed continuous service for the purpose of this section, unless doing so would be prohibited by an applicable federal or state law.

11.7  SHORT TERM DISABILITY. COUNTY will pay the full premiums for short-term disability insurance administered through a private carrier in accordance with standards determined and approved by the joint COUNTY and YCEA Benefits Committee.

ARTICLE XII

DISCIPLINE AND DISCHARGE

12.1 CAUSE FOR DISCHARGE. COUNTY may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning the employee’s work or conduct. However, that no such prior warning notice shall be necessary if the cause of discharge or suspension is dishonesty, drinking while on duty or operating a COUNTY motor vehicle, violation of the drug and alcohol policy, gross insubordination, conviction of a crime, habitual absenteeism, deliberate or reckless destruction of COUNTY property, willful misrepresentations to the court or officers of the court, intentional misrepresentations made under oath, gross misconduct, or sexual misconduct in connection with work.

12.2 WARNING NOTICE. The complaint specified in such prior warning notice need not concern the same type of misconduct as the cause of discharge or suspension. No such warning notice shall remain in effect for a period of more than 12 months. When COUNTY issues a warning notice, suspension or termination, it must be within 21 days, exclusive of Saturdays, Sundays and holidays, of the day COUNTY first has knowledge of the complaint giving rise to the warning notice, suspension, or termination. Otherwise, the notice will be disallowed. A copy of such warning notice, suspension, or discharge shall be given to FEDERATION and employee immediately upon issuance and no later than one (1) business day.

12.3 PROTEST. An employee may protest the employee’s own termination or suspension or any warning notice. FEDERATION shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be presented to COUNTY in writing within 10 days, exclusive of Saturdays, Sundays and holidays, after the discharge, suspension or warning notice. If not presented within such period, the right of protest shall be waived. The authorized representatives of COUNTY and FEDERATION will try to resolve the matter within ten (10) business days. If they fail to reach agreement within 10 business days it shall be promptly referred to the grievance procedure.

12.4 NOTICE TO FEDERATION. In no event will an employee be discharged until COUNTY has given prior written notice to FEDERATION of said discharge, except in the case of dishonesty, drinking related to employment or the operation of a COUNTY motor vehicle, use
or sale of illegal drugs, gross insubordination, conviction of a crime, habitual absenteeism, deliberate or reckless destruction of COUNTY property, willful misrepresentations to the court or officers of the court, intentional misrepresentations made under oath, gross misconduct or sexual misconduct in connection with work. In these cases, written notice shall be given within two (2) business days following such termination.

12.5 RECORDS. An employee subject to discipline shall be given a copy of any disciplinary action entered in the employee’s personnel records within five (5) business days of such action.

12.6 DEFINITIONS. For purposes of section 12.1 and 12.4, the following definitions shall apply:

(a) “Gross misconduct” means any conduct constituting a substantial disregard of the standards of behavior which a reasonable employer has the right to expect.

(b) “Sexual misconduct in connection with work” means any conduct constituting sexual harassment under Oregon Administrative Rule 839-005-0030 or any overt sexual activity occurring in the workplace in which the employee is a willing participant.

(c) “Illegal drugs” means the definition set forth in the applicable Drug and Alcohol Policy.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 DISCRIMINATION COMPLAINT. All complaints alleging any form of discrimination may be processed through the grievance procedure. A grievant may submit such a claim to binding arbitration only if the employee agrees, in writing, to accept the arbitrator’s ruling as final and binding.

13.2 DISMISSAL OR SUSPENSION DISPUTES. Disputes arising from termination or suspension of an employee are subject to the grievance and arbitration procedure.

13.3 TIMELINESS OF GRIEVANCE. Grievances are defined as alleged violations of this Agreement and must be initiated within fifteen (15) calendar days of the date the employee knew or should have known of the occurrence. Grievances filed in a timely manner shall be processed according to Section 13.5 of this Article.

13.4 ASSIGNMENT OF GRIEVANCE STEP. Upon mutual agreement by the parties to a grievance, when the nature of the grievance is such that it would be perfunctory or ineffectual to proceed at a lower step, it may be initiated at the lowest step where successful solution may be reasonably expected.
13.5 GRIEVANCE STEPS. Employees are encouraged to resolve their problems informally at the immediate supervisor level. If such a problem cannot be resolved, the following procedure shall be followed:

Step 1. Any employee, with notice to FEDERATION, or FEDERATION, on an employee's behalf (with written permission of the employee), may file a grievance in writing with the employee’s immediate supervisor or department head. Grievances must be timely filed within the deadline set forth in Article 13.3. The immediate supervisor or department head shall respond in writing to the grievance within ten (10) calendar days to the employee with a copy to FEDERATION.

Step 2. If the Step 1 grievance remains unresolved, the decision may be appealed to the Director of the Department of Community Justice within ten (10) calendar days after the response required by Step 1 response. The Director of the Department of Community Justice or designated representative shall respond in writing to the grievance within ten (10) calendar days after receipt of the Step 2 grievance appeal.

Step 3. If the grievance remains unresolved at Step 2, it may be appealed to the County Administrator within ten (10) calendar days after the Step 2 response was due. The County Administrator or its designee shall respond in writing within ten (10) calendar days after receipt of the grievance.

13.6 GRIEVANCE STEP TIME LIMITS. The intent of both parties is to process grievances at each step in as short a period of time as is practical. If a grievance is not advanced to the next step within ten (10) calendar days of a written decision, it shall be deemed waived.

13.7 EMPLOYEE ASSURANCE. Employees shall be assured freedom from retaliation for use of the grievance procedure.

13.8 EMPLOYEE’S REPRESENTATION RIGHTS REGARDING GRIEVANCES. Employees shall have the right to process grievances with or without representation by FEDERATION. A FEDERATION representative shall have the right to be present to hear disposition of the grievance when the employee has not requested FEDERATION'S representation.

13.9 OFFICIAL STATEMENT OF GRIEVANCE. All grievances shall be reduced to writing and shall include the facts giving rise to the grievance and the remedy requested.

13.10 OBSERVANCE OF TIME LIMITS FOR GRIEVANCE PROCEDURE. Time limits specified in this procedure must be observed unless a party requests a specific extension of time and the parties mutually agree in writing to the requested extension of time or other mutually agreed extension of time. The extension of time shall become part of the grievance record.
13.11 MEDIATION. At any time in the grievance process, the parties may mutually agree to mediation. The parties shall schedule mediation as soon as reasonably practicable for the parties.

13.12 FEDERATION’S RIGHT TO REQUEST ARBITRATION FOR UNRESOLVED GRIEVANCE. Any grievance, having progressed through the steps outlined in this article, and remaining unresolved, may be submitted by FEDERATION to arbitration for resolution. To be valid, Federation must submit its written request for arbitration to COUNTY within thirty (30) calendar days after receipt of the Board of Commissioners' response.

13.13 SELECTION OF AN ARBITRATOR. Arbitrations shall be heard by one (1) arbitrator. COUNTY and FEDERATION shall jointly request from the Employment Relations Board the names of seven (7) qualified arbitrators. FEDERATION and COUNTY will select an arbitrator by alternately striking names. The order of striking names shall be determined by one (1) toss of the coin. One (1) name at a time shall be struck until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator and the arbitration hearing shall commence thereafter.

13.14 BINDING ARBITRATION FOR GRIEVANCE RESOLUTION. The parties agree that the decision or award of the arbitrator shall be final and binding on each party. The arbitrator shall have no authority to add to, subtract from, or change any terms of this Agreement, change an existing wage rate, or establish a new wage rate.

13.15 ARBITRATION FEES and EXPENSES. COUNTY and Federation shall each pay one half (1/2) of the fees and expenses of arbitration. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

ARTICLE XIV

PROBATIONARY PERIOD

14.1 PURPOSE. The probationary period is an integral part of the employee selection process and provides COUNTY with the opportunity to upgrade and improve the quality of its service by observing a new employee's work, training the new employee, aiding new employees to adjust to their positions, and providing COUNTY with an opportunity to reject any employee whose work performance fails to meet required work standards.

14.2 DURATION OF PROBATIONARY PERIOD. Every new employee hired into the bargaining unit shall serve a probationary period of eighteen full calendar months. Except for vacation leave and sick leave less than five consecutive days, time spent on leave is not included in the eighteen-month probationary period. During the probationary period for a newly hired employee, COUNTY may terminate the probationary employee for any reason. Any termination of a probationary employee is not subject to the grievance process and shall in no event
constitute a violation of this Agreement. The probationary period may be extended an additional six months.

14.3 PROBATIONARY CONDITIONS. FEDERATION recognizes the right of COUNTY to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training to other classifications, the assignment to educational courses and training programs, and the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight time basis by the granting of compensatory time off to the extent allowed by the 7(k) exemption.

ARTICLE XV

SENIORITY AND LAYOFF

15.1 DEFINITION OF SENIORITY. "Seniority" as used in this article is determined by the length of an employee's continuous service with the COUNTY since the employee's most recent date of hire. For the purpose of determining seniority, continuous service shall mean employment by COUNTY that has not been interrupted by a separation of employment for any reason. Continuous service for rehired employees shall begin from the most recent date of hire. Unpaid leave periods shall not be counted as completed continuous service for the purpose of gaining seniority, unless doing so would be prohibited by an applicable federal or state law.

15.2 APPLICATION OF SENIORITY IN PROMOTIONS. Determinations of individuals to be promoted within the bargaining unit shall be based upon the skills and abilities, attendance records, disciplinary records, interviews, or other relevant criteria of the employees involved. Where skills and abilities of two or more employees are equal, the employee with the greater seniority will be promoted. In order to be eligible for promotion, an employee must be in good standing for at least twelve (12) months.

15.3 WHEN LAYOFFS OCCUR. In the event layoffs become necessary, the layoffs shall be by inverse order of seniority within the classification.

15.4 RECALL. Employees shall be called back from layoff according to seniority in the classification which is re-funded. A laid-off employee shall retain the right to recall for a period of twelve (12) months from the date of layoff. Laid-off employees shall be recalled only by certified or registered mail, addressed to the employee's last address of record with the COUNTY, and the employee shall have five (5) calendar days following the first attempt at delivery of such notification in which to inform the COUNTY of intent to return to work, and an additional ten (10) days from the notice of intent to return to work to report to work.
ARTICLE XVI

GENERAL PROVISIONS

16.1 NO DISCRIMINATION.

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as based on any class or status protected by Oregon or federal laws or membership or non-membership in FEDERATION. FEDERATION shall share equally with COUNTY the responsibility for applying the provisions of this Agreement.

(b) All references to employees in this Agreement designate all genders, and wherever the one gender is used it shall be construed to include male, female, and non-binary employees.

(c) Employees shall have the right to form, join, and participate in the activities of FEDERATION or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either COUNTY or FEDERATION by reason of the exercise of such right except as specifically provided herein.

(d) Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to seek compliance with the terms of this Agreement.

16.2 EXISTING CONDITIONS. No reduction in existing working conditions or benefits which constitute mandatory subjects for bargaining not covered elsewhere in this Agreement shall be made. Any dispute as to whether a change in working conditions or benefits is justified may be taken up as a grievance under Article XIII. The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by COUNTY. Nothing in this Agreement, however, shall be construed to prohibit or limit the right of COUNTY to grant time off with pay for personal reasons, natural disasters, rescue work or property damage, consistent with COUNTY’S prior practice or orders.

16.3 CHANGES IN EXISTING CONDITIONS. COUNTY will solicit and be receptive to the input of FEDERATION regarding changes in existing working conditions proposed by COUNTY, and any such changes shall not be made for arbitrary or capricious reasons.

Any unresolved dispute regarding a change in existing working conditions which constitutes a mandatory subject of bargaining shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all Department bulletin boards for a period of 10 consecutive workdays prior to becoming effective.

16.4 NEGOTIATIONS MEETINGS. COUNTY and FEDERATION shall notify each other of the names of persons authorized to negotiate for the parties. Negotiations shall, to the extent possible, be conducted during normal working hours. FEDERATION negotiators shall be
allowed time off with pay for the purpose of attending negotiating meetings with COUNTY so long as such meetings do not interfere with performance of the employee's job. COUNTY'S obligation to pay FEDERATION negotiators under this shall be limited to two employees.

16.5 PAY DAYS. Employees shall be paid twice monthly, on or before the 15th day and the last working day of each month, or as permitted or required by law.

16.6 COPIES OF AGREEMENT. COUNTY agrees to pay for the cost of reproducing five copies of this Agreement to be supplied to FEDERATION for use by its members.

16.7 COPY MACHINE. COUNTY agrees to set up a monthly charge account on behalf of FEDERATION for use of the COUNTY copy machine at the same rate charged other non-COUNTY authorized users. Upon receipt of a quarterly statement, FEDERATION agrees to promptly pay all costs accrued during that quarter. COUNTY business shall be given priority over non-COUNTY business.

16.8. MOONLIGHTING.

(a) No employee shall apply for, or accept, part time or full time work, with or without compensation, whether regular or temporary, with any employer other than COUNTY, where said work either adversely affects the employee's job performance or presents a conflict of interest.

(b) Prior written notice of intent to take an outside job will be given by the employee to the supervisor at least five (5) working days before such job will begin. The supervisor will restrict an employee's ability to take such work only if the job would violate the provision of Section 16.8(a) of this Article.

16.9 CASELOAD AUDITS. COUNTY agrees to establish and maintain uniform criteria for auditing the caseloads of all COUNTY parole and probation officers. Once developed, the policy for auditing caseloads will be consistently implemented. FEDERATION agrees that criteria and policy may be updated as needed to meet the operational needs of COUNTY or to meet regulatory or statutory requirements.

16.10 SAFETY.

(a) COUNTY shall provide each vehicle assigned for employee business use with a rechargeable flashlight and GPS device.

(b) COUNTY shall provide each employee with a bulletproof vest upon the employee's reasonable request.

(c) To the extent allowed by law, COUNTY will allow employees to register their personal automobiles at the address of the Department of Community Justice office.
16.11  **FIREARMS IN THE FIELD.**

(a) An employee may carry a firearm while in the field, but not in the office, during working hours if the employee is on-duty, complies with local, state, and federal laws, and:

(1) The employee passes any required psychological screening;

(2) The employee notifies the Director of the Department of Community Justice in writing of his/her intent to carry a firearm while on duty; and

(3) The employee has successfully completed a firearms training program recognized by DPSST and continues to meet minimum firearms qualifications applicable to parole and probation officers per County policy and statutory requirements.

(4) Employees will not be required to carry firearms concealed while in the field.

16.12  **USE OF COUNTY E-MAIL SYSTEM.**

(a) Subject to subsection (b), Federation employees are authorized to use COUNTY email system to communicate to other Federation employees limited, impartial Federation business information such as meeting notices. Use of COUNTY email system is not authorized to communicate any political information or collection of data for use in FEDERATION activities or bargaining without advance written permission of a supervisor.

(b) Use of COUNTY email system is subject to COUNTY email policies, including review by department heads and other persons authorized by COUNTY policy. All COUNTY email is a public record and is subject to disclosure unless exempted from disclosure by Oregon law in accordance with COUNTY email policy. There is no reasonable expectation or guarantee of privacy in the workplace, including, but not limited to, use of COUNTY email system.

16.13  **DRUG AND ALCOHOL TESTING POLICY.** The policy attached and incorporated into this Agreement as Attachment A and labeled “Drug and Alcohol Testing Policy” is hereby made a part of this Agreement.

**ARTICLE XVII**

**SAVINGS CLAUSE AND FUNDING**

17.1  **SAVINGS CLAUSE.** Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision, and the remainder of this Agreement shall remain in full force and effect. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof.
17.2 FUNDING. The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of COUNTY or by state budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, voter budget approval. COUNTY has no intention of reducing the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. COUNTY agrees to include in its annual budget request amounts sufficient to fund wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedure. This section and COUNTY action thereunder shall not be subject to Article XIII.

ARTICLE XVIII

TRAVEL EXPENSE REIMBURSEMENT

18.1 COUNTY shall reimburse employees for travel and entertainment expenses in accordance with COUNTY’S travel and entertainment expense policy applicable to YCEA bargaining unit members in effect at the time that the expense is incurred.

(THIS SPACE INTENTIONAL LEFT BLANK)
ARTICLE XIX

DURATION AND RATIFICATION

This Agreement shall be effective July 1, 2019 through June 30, 2022. This Agreement shall remain in full force and effect during negotiations for a successor agreement.

FOR FOPPO:  
Date:_______________

KATY HARMON, President

ANGIE DONAHOO, Bargaining Team Member

FOR THE COUNTY:  
Date:_______________

RICK OLSON, Chair

MARY STARRETT, Commissioner

CASEY KULLA, Commissioner

KEN HUFFER, County Administrator

JESSICA BEACH, Director
Department of Community Justice

APPROVED AS TO FORM:  
By:__________________________
SETH DAVIS  
Attorney for the Federation

APPROVED AS TO FORM:  
By:__________________________
CHRISTIAN BOENISCH  
Yamhill County Legal Counsel
Drug- and Alcohol-Free Workplace

POLICY

COUNTY is committed to providing a safe work environment that fosters the well-being of its employees. COUNTY has zero tolerance for substance abuse in the workplace, and this policy is intended to prevent drug and alcohol possession, use, and abuse in our work environment. The use of any drug or alcohol can interfere with safe and effective employee performance and productivity. In the workplace, drug and alcohol abuse commonly leads to increased absenteeism, higher health care costs, lower job performance and productivity, higher incidents of theft in the workplace, and higher rates of on-the-job accidents resulting in injury to the abuser and fellow employees. Not only are billions of dollars lost every year due to drug and alcohol abuse, drug and alcohol abuse results in tremendous negative social impacts on affected co-workers, families, and friends.

COUNTY follows a drug-free workplace policy that meets its commitment to and promotion of higher standards of employee performance, productivity, health, safety, and reliability. In order to provide a safe workplace where all employees can perform effectively, COUNTY treats drug and alcohol abuse seriously. As a condition of employment, all employees in the bargaining unit of the Federation of Oregon Parole and Probation Officers must abide by this policy.

Under this policy, COUNTY strictly prohibits the following conduct by employees while on duty or engaged in COUNTY business, regardless of whether such conduct occurs on or off COUNTY premises:

- Report for work or remain at work with a detectable level of alcohol or controlled substance, intoxicant, or illegal drug in the employee’s system in excess of screening and confirmation cutoff levels set forth in this policy;
- Engage in unauthorized use of any alcohol, controlled substance, intoxicant, or illegal drug on COUNTY premises or on COUNTY time, including rest and meal periods;
- Except in the performance of official job duties, possess or attempt to distribute, sell, obtain, manufacture, transfer, share, or receive any alcohol, controlled substance, intoxicant, illegal drug, or any other substances that impair job performance or pose a hazard to the safety and welfare of the employee, coworkers, and members of the community;
- Use, transfer, or possess drug paraphernalia or open alcohol containers for personal use while on COUNTY premises or COUNTY time;
- Use prescription or over-the-counter drugs in a manner inconsistent with the label or the directions of the prescribing healthcare provider;
- Refuse to cooperate with the alcohol or drug testing process or otherwise interfere with the test; and
- Engage in misconduct that damages the COUNTY’s reputation or an employee’s working relationship with the COUNTY.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and alcohol- and drug-free environment. Although COUNTY has no intention of intruding upon the private lives of its employees, employees are expected to report to work mentally and

2019 – 2022 COLLECTIVE BARGAINING AGREEMENT
(Yamhill County and FOPPO) – Page 30
physically fit to perform their duties. Note that COUNTY policy on searches include situations involving the potential use or possession of alcohol or drugs on COUNTY premises or COUNTY time.

Everyone shares responsibility for maintaining a safe work environment for each other, and coworkers should encourage anyone who may have an alcohol or drug problem to seek help. We encourage employees who have a substance abuse problem to seek treatment and rehabilitation through the Employee Assistance Program (EAP) before it impacts their health, relationships, and job.

This policy shall be interpreted so as to conform with the applicable collective bargaining agreement and applicable federal and state law. It does not and is not intended to alter or create any terms and conditions of employment, nor shall it be construed as a promise of continued employment or employment for any length of time.

DEFINITIONS

**Controlled Substances** – all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use, or possession is prohibited by state or federal law.

**Drug Paraphernalia** – any items which are used for the administering or storing of prohibited drugs.

**Illegal Drugs** – drugs that are illegal under federal or state law, as well as medically-authorized (prescription) or over-the-counter drugs which are used, possessed, transferred, or distributed in a manner that is inconsistent with its label or the directions of a licensed healthcare provider. For example, ingesting someone else’s prescription medication or ingesting your own prescription medication in a manner inconsistent with the drug label or the directions of your licensed healthcare provider would violate this policy.

**Medically-Authorized (Prescription) Drugs** – drugs which are used during medical treatment, prescribed and authorized for use by a licensed healthcare provider, and used in accordance with the drug label or as directed by the licensed healthcare provider.

Marijuana remains an illegal drug under federal law. Use of marijuana, including medical marijuana, is prohibited. The use of recreational or medical marijuana where it is legal under state law does not excuse a positive test result or other violation of this policy.

**Over-the-Counter Drugs** – drugs which are generally available for purchase or consumption without prescription from a licensed healthcare provider and are limited to those drugs which can impair the judgment of an employee to safely perform his or her duties.

**Positive Test Result** – a detectable level of alcohol or drugs in an employee’s system in excess of screening and confirmation cutoff levels set forth in this policy.

**Reasonable Suspicion** – a set of objective and specific observations or facts based on direct observation, either by a supervisor or another employee, which leads one to suspect that an employee is under the influence of alcohol or drugs, including, but not limited to, physical evidence of controlled substances, drug paraphernalia, or illegal drugs, patterns of erratic or abnormal behavior, disorientation or confusion,
and an inability to complete routine tasks.

**MEDICALLY-AUTHORIZED (PRESCRIPTION) DRUGS, OVER-THE-COUNTER DRUGS, AND ALCOHOL**

When an employee uses over the counter medication or receives a prescription for prescription drugs from his or her licensed healthcare provider, the employee must ask whether the drugs will impair his or her ability to safely perform his or her job. If so, the employee must submit a healthcare provider statement to Human Resources. The healthcare provider should be familiar with the employee’s work duties before signing the statement. The statement need not identify the drug, and it may simply state that the employee is unable to perform safety-sensitive functions (or other relevant job duties) due to his or her prescription medication. COUNTY may ask the healthcare provider to complete a fitness-for-duty form indicating when the employee is expected to be able to perform the identified job duties or to return to work. Where possible, COUNTY may but is not required to temporarily assign other work consistent with the employee’s medical condition.

Abuse of medically-authorized or over-the-counter drugs is a violation of this policy. Using another person’s prescription medication and off-label use of medication in a manner that has not been directed by a healthcare provider is also considered abuse in violation of this policy.

**DRUG AND ALCOHOL TESTING**

COUNTY tests for alcohol and drugs under the circumstances described below. We may require a biological sample, such as urine, saliva, breath, and/or blood samples, for an alcohol or drug test. When samples are needed for analysis in a laboratory, we will use one that is properly licensed.

A. **APPLICANT TESTING**

Any offer of employment may be contingent upon satisfying drug-testing requirements. If the applicant fails to comply with this policy or the testing requirements or related COUNTY requirements or if the test result is positive, COUNTY will withdraw the offer of employment. Refusal to submit to testing will be treated as the applicant’s voluntary withdrawal of his or her application for employment or declination of an offer of employment. An applicant who tampers with, adulterates, or substitutes urine or other bodily samples is permanently barred from employment with COUNTY.

B. **REASONABLE SUSPICION-BASED TESTING**

Employees shall be subject to alcohol or drug testing when there is reasonable suspicion.

When there is reasonable suspicion, the employee may not return to work until fitness for duty has been established.

COUNTY reserves the right to decide whether reasonable suspicion exists.

C. **ACCIDENTS**

An accident includes any incident involving property damage, physical injury, or near miss. Any employee who contributes to or causes an accident (e.g., an employee who runs over a person while driving) may be subject to a drug test, as are any injured employees, at the discretion of COUNTY or as required by law or
court order.

If subsequent incident investigation results in a recommendation for termination of employment or other disciplinary action (i.e., for safety or other policy violation), the termination or other disciplinary action will occur regardless of the test results.

D. TESTING AS REQUIRED BY FEDERAL OR STATE LAW OR REGULATION

Employees are required to submit to any alcohol or drug tests required by federal or state law or regulation while you are working on COUNTY time or on COUNTY premises.

We require all employees to cooperate fully in any COUNTY, administrative, or law enforcement investigations related to or resulting from this policy. This includes signing any necessary authorizations for releasing test results to us.

ALCOHOL OR DRUG TESTING PROCEDURE

A local medical facility or licensed testing facility will collect samples for alcohol and drug testing. A local medical facility or licensed testing facility will conduct laboratory and confirmatory testing on samples. When an employee is asked to undergo a drug test, he/she will be informed of the type of sample that must be provided and the method of sample collection. The employee will be asked to provide identification to the person who collects the sample.

All testing will be conducted immediately before, during, or after a work period. Time spent in testing is considered work time for purposes of compensation and benefits. COUNTY will pay all costs associated with the alcohol or drug test.

Prior to testing, COUNTY will afford applicants and employees subject to testing the opportunity to list all prescription and non-prescription drugs and controlled substances that they have used, as well as the opportunity to explain the circumstances surrounding the use of such drugs and controlled substances, to the individual or entity administering the alcohol or drug test. Failure of any employee to establish adequately a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy.

Prior to testing, applicants and employees subject to testing must sign an approved form demonstrating the applicant or employee’s agreement to the testing, authorization to release the test results to COUNTY management, and authorization to disclose the results by management to a personnel representative, the employee’s supervisor, higher management, and other persons. Management will obtain the results of the analyses and communicate or disclose such results to a personnel representative, the employee’s supervisor, higher management, and any other person in accordance with COUNTY policies and procedures. All samples will be collected under reasonable and sanitary conditions and with due regard to the privacy of the individual who is being tested, and in a manner that is reasonably calculated to prevent substitution or interference with the collection of a reliable sample. All samples will be labeled in a manner that reasonably precludes the probability of erroneous identification or sample tampering.
Any employee tampering with, substituting, adulterating, falsifying, or altering an alcohol or drug sample, screening test, or any aspects of the testing process, or providing inaccurate or false information will be subject to immediate termination.

We reserve the right to discipline an employee, up to and including termination of employment, or withdraw any offer of employment to an applicant who refuses to submit to alcohol or drug testing under the conditions described in this policy or who otherwise fails to comply with this policy, the testing requirements, or related requests from COUNTY.

Refusal to submit to a test includes failing to produce enough urine, breath, blood, or other approved physical sample for an alcohol or drug test without valid medical explanation and/or engaging in conduct that clearly obstructs the testing process.

**VOLUNTARY DISCLOSURE AND POSITIVE TEST RESULTS**

A. Voluntary Disclosure of Criminal Drug Statute Conviction

Employees who are convicted of any criminal drug statute for a violation occurring in the workplace must report the conviction to his/her supervisor or Human Resources no later than five (5) days after the conviction. Failure to do so shall constitute a violation of this policy.

B. Voluntary Disclosure of Violation of Policy

We understand that employees may be hesitant or afraid to ask for help. If an employee voluntarily discloses alcohol or drug use in violation of this policy to his/her supervisor or Human Resources prior to a positive drug test result, COUNTY will assist the employee in obtaining appropriate counseling or treatment, if appropriate under the circumstances. Under these circumstances and subject to applicable federal and state laws or regulations, COUNTY will consider at its sole discretion whether to offer an unpaid leave of absence for the duration of treatment or counseling.

An employee’s decision to voluntarily seek treatment or counseling will not be used as a basis for disciplinary action or in consideration for employment advancement. However, participating in a treatment or counseling program will not exempt an employee from the requirements of this policy and will not shield employees from disciplinary action for violating it. A request for assistance cannot be used as an “after-the-fact” action to counteract potential disciplinary action as a result of violations of this policy.

Employees must comply with all COUNTY policies, rules, and job performance standards upon returning to work after completing a voluntary treatment program.

Positive Test Result

Screening and confirmation cutoff levels to determine Positive Test Results shall be those published by Redwood Toxicology Laboratory, Inc., a California corporation (“RTL”), at the time of testing. In the case of a breath test for alcohol, the cutoff level shall be 0.02% blood alcohol content.
In the event that RTL stops publishing screening and confirmation cutoff levels, the parties agree to use RTL’s last published screening and confirmation cutoff levels unless the parties agree to different screening and confirmation cutoff levels.

All positive tests are retested for confirmation when possible. If the retest confirms the initial positive result, we will suspend the employee (without pay) for violation of COUNTY policy. COUNTY may also take any other appropriate employment action, including, but not limited to:

- Denying a job application or rescinding a conditional job offer.
- Offering an employee in good standing a Last Chance Agreement with the opportunity to seek treatment at a certified drug and alcohol treatment center in lieu of discipline for a first-time positive drug test result. The following procedure will apply if the employee agrees to the offer:
  - The employee must meet with an accredited EAP counselor. This counselor will assess the employee’s alcohol and/or drug use and establish a treatment program. Failure to cooperate with the EAP counselor or to complete the treatment program constitutes a breach of the Last Chance Agreement.
  - Before returning to work, the employee must submit to an alcohol and/or drug test. This test must be alcohol-free and drug-free to allow the employee to return to work. After returning to work, the employee is required to submit to unscheduled testing at COUNTY’s discretion. The time period for unscheduled testing will be stated in the Last Chance Agreement and may range from 12 months to five years. We may also require other conditions. Refusing to take a test during this period constitutes a breach of the Last Chance Agreement.

Employees may enter into only one Last Chance Agreement for the duration of their employment with the County, including any subsequent periods of employment. Although an employee’s medical benefits may cover some portion of the cost of treatment or counseling, the employee is solely responsible for treatments or counseling costs. COUNTY assumes no financial responsibility for such treatment or counseling, regardless of whether it is part of a Last Chance Agreement.

**APPEAL PROCEDURE**

When a sufficient testing sample remains after initial and confirmatory testing with positive test results, the applicant or employee, at his/her expense, may appeal the positive test results by conducting an independent confirmatory test on the sample at a licensed or other testing facility mutually approved by COUNTY and the employee. An employee may submit and appeal and request an independent confirmatory test by notifying Human Resources in writing within five calendar days of receiving notice of the positive test results. The employee must agree to and arrange for the results of the independent confirmatory test to be sent directly to COUNTY.

There is no appeal procedure for a confirmed positive breath alcohol test.

**SEARCH AND INVESTIGATION**

Employees do not have any reasonable expectation of privacy with regard to COUNTY systems,
equipment, or other property, as well as their personal property on COUNTY premises or other work sites. When there is reason to believe that an employee may be in violation of this policy, COUNTY may conduct a search of the workplace, including but not limited to drawers, desks, workstations, lockers, containers, County vehicles, and any County or personal property on County premises or other work sites. COUNTY reserves the right to retain any substances that it believes are prohibited and to deliver them to the appropriate law enforcement authorities. If a search reveals the presence of unauthorized alcohol, controlled substances, intoxicants, illegal drugs, or drug paraphernalia in violation of this policy, the employee may be subject to discipline, up to and including termination. Refusing to submit to a search constitutes a violation of this policy and may also result in disciplinary action, up to and including termination. Except in emergency situations, searches require the approval of the County Administrator, department head, or a designee.

WHERE TO GET ASSISTANCE AND INFORMATION ABOUT DRUG AND ALCOHOL ABUSE

Reliant Behavioral Health (RBH), Employee Assistance Program (EAP) offers 24-hour crisis help. Confidential and free to employees and any member of their household. Toll free (866) 750-1327 or online at MyRBH.com

The National Council on Alcoholism and Drug Dependency Helpline is a federally funded service providing referrals to drug and alcohol programs including referrals to programs including referrals to programs for those who cannot pay for services. (1-800-662-2255)

Alcoholic’s Anonymous (AA) provides information and support to recovering alcoholics through local chapters in communities nationwide. (Portland 503-684-0415/Salem 503-399-0599)

Narcotics Anonymous (NA) provides information and support to recovering drug addicts through local chapters in communities nationwide. (Portland 503-345-9839)

Al-Anon provides information on alcoholism and alcohol abuse and refers callers to local Al-Anon support groups established to help friends and families of alcoholics. (Oregon and SW Washington # 503-292-1333)
EMPLOYEE ACKNOWLEDGMENT

By signing below, I acknowledge that I have read and agree to abide by the terms and conditions of COUNTY’s Drug- and Alcohol-Free Workplace policy. By signing below, I also consent to alcohol and/or drug testing and searches as set forth in this policy.

I understand it is my responsibility to read and understand this policy and to contact my supervisor or Human Resources regarding any aspect of the policy that I do not understand. In order to maintain a safe work environment for myself and others, as well as to maintain public safety, I understand the importance of reporting any violation or suspected violation of this policy to my supervisor or Human Resources.

I understand that this policy does not and is not intended to alter or create any terms or conditions of employment that are not contained in the applicable collective bargaining agreement and applicable federal or state laws. Neither this policy nor this acknowledgement constitute a promise of continued employment or employment for any length of time. I may terminate my employment with COUNTY at any time and for any reason, with or without notice, and COUNTY may terminate my employment in accordance with the applicable collective bargaining agreement and the policies and procedures of COUNTY.

I also understand that COUNTY may change its policies and procedures from time-to-time and that I will be expected to abide by those policies and procedures as modified.

___________________________________
PRINT NAME

DATE  SIGNATURE

[END OF 2019 - 2022 COLLECTIVE BARGAINING AGREEMENT]
Date: December 16, 2019

To: Commissioner Olsen, Commissioner Starrett, Commissioner Kula

Re: Board consideration of the 2019-2021 Child Abuse Multidisciplinary Intervention Grant

From: Debra Bridges, Director of Victim Services

Attached is the 2019-2021 Child Abuse Multidisciplinary Intervention Grant Agreement for your consideration.

Grant Amount: $290,325.17
Grant Duration: July 1, 2019 – June 30, 2021

Purpose of this grant award is to support the work of the Yamhill County Multidisciplinary Child Abuse Team. The work of this group is under the direction and supervision of the Yamhill County District Attorney. This is a non-competitive grant process.

The bulk of this grant award is used to support the work of Juliette’s House, Yamhill County’s Child Abuse Intervention Agency. Additional use of these funds is to support the training needs of team members, assist with costs related to computer forensic investigations, cover costs for expert witness fees and support for the administration of the grant.

Thank you for your consideration.

Actions Required: BOC to approve the grant “retroactively” to July 1, 2019.
Signature of Board Chair
Return signed forms to Debra Bridges to submit to DOJ
MEMORANDUM

DATE:    July 1, 2019

TO:      2019-2021 Child Abuse Multidisciplinary Intervention Grant Recipients

FROM:    Robin Reimer, CAMI Fund Coordinator
         Crime Victim and Survivor Services Division

Attached is your agency’s 2019-2021 Child Abuse Multidisciplinary Intervention Grant Agreement. Please download the entire document and have your authorized official sign the final page of the Grant Agreement.

Once the Grant Agreement is signed, please change the application status in CVSSD E-Grants to “Agreement Accepted” and upload a copy of the signed Grant Agreement with Exhibits in the “Grantee Signed Grant Agreement” upload field on the “Grant Agreement Upload” page in your application in E-Grants. Please complete these steps as soon as possible.

Once the signed Grant Agreement with exhibits has been received by CVSSD, a copy of the document signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded to E-Grants and the status of your application will be changed to “Grant Awarded.” You will find the uploaded copy of your Grant Agreement under the “Agreement Upload” form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Robin Reimer at 971-673-3826.
### 2019-2021 STATE CHILD ABUSE MULTIDISCIPLINARY INTERVENTION (CAMI) GRANT PROGRAM AWARD

<table>
<thead>
<tr>
<th>1. Applicant Agency’s Name and Address</th>
<th>2. Special Conditions:</th>
</tr>
</thead>
</table>
| Yamhill County, acting by and through its District Attorney's Office  
  535 E 5th Street  
  McMinnville, OR 97128  
  Contact Name: Debra Bridges  
  Telephone: (503) 434-7510  
  E-mail: bridgesd@co.yamhill.or.us | This grant project is approved subject to such conditions or limitations as set forth in ORS 418.746-418.793 and the grant application instructions. |

<table>
<thead>
<tr>
<th>3. Statutory Authority for Grant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORS 418.746</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Award Number:</th>
<th>5. Award Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMI-MDT-2019-YamhillCo.DAVAP-00019</td>
<td>July 1, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Grantee Tax Identification Number:</th>
<th>7. Type of Recipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>93-6002318</td>
<td>DAVAP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Project Period:</th>
<th>9. Grant:</th>
</tr>
</thead>
</table>
| July 1, 2019 – June 30, 2021 | Allocation Amount (Grant): $290,325.17  
  Carryover in Addition Amount: $0.00  
  Carryover in Offset Amount: $0.00  
  Budget (Allocation + Carryover in Addition): $290,325.17 |

<table>
<thead>
<tr>
<th>10. Semi-Annual Progress Reports:</th>
<th>11. Financial Reports Due Dates:</th>
</tr>
</thead>
</table>
| January 31, 2020  
  July 20, 2020  
  January 31, 2021  
  July 20, 2021 (final) | October 31, 2019  
  October 31, 2020  
  January 31, 2020  
  January 31, 2021  
  April 30, 2020  
  April 30, 2021  
  July 20, 2020  
  July 20, 2021 (final) |

This award is contingent upon the contractor agreeing to the attached assurances and terms of award for the grant entitled “State Child Abuse Multidisciplinary Intervention (CAMI) Grant Award”. This award document, the certified assurances and terms of award must be signed by an authorized official in order to validate the acceptance of this award.
OREGON DEPARTMENT OF JUSTICE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT

INTERGOVERNMENTAL GRANT AGREEMENT
CAMI-MDT-2019-YAMHILLCO.DAVAP-00019

BETWEEN: State of Oregon, acting by and through its Department of Justice, 1162 Court St. NE Salem, Oregon 97301-4096 Facsimile Number: (503) 378-5738

AND: Yamhill County, acting by and through its District Attorney's Office 535 E 5th Street McMinnville, OR 97128

PROJECT START DATE: July 1, 2019

GRANT AWARD PROVISIONS

SECTION 1
LEGAL BASIS OF AWARD

Section 1.01. Legal Basis for Award. Pursuant to ORS 418.746, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. This Agreement will become effective on the date when all required signatures have been obtained, including any necessary approvals.

Section 1.04. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), and Exhibits A through C. 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.

This Agreement is also subject to the terms of the following documents. In the event of a conflict between two or more of the following documents, the language in the document with the higher precedence shall control.

(a) The most current version of the CAMI Grant Management Handbook available at https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/.

---

1 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.
(b) 2019-2021 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.

(c) Grantee’s CAMI MDT 2019-21 Application.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

TERMS AND CONDITIONS

SECTION 2
GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of $290,325.17 (the “Grant”) from the Child Abuse Multidisciplinary Intervention Account provided however that Grantor shall deduct from the amount of said Grant the amount by which the Carryover exceeds five percent (5%) of Grantee’s 2019-2021 grant allocation, to financially support and assist Grantee’s implementation of the Grantee’s Application submitted in E-Grants and dated as of April 2, 2019 and referred to as the “Project.” Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Child Abuse Multidisciplinary Intervention Account program and other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall carry out this Agreement on behalf of the multidisciplinary team. The multidisciplinary team shall implement the Project, using CAMI grant funds only for Project purposes.

Section 2.03. Disbursement of Grant Moneys. Subject to Sections 2.04, 2.05 and 2.06, Grantor shall disburse the Grant moneys to Grantees on a quarterly basis.

(a) Additionally, grantee may retain (and expend in accordance with this Agreement) up to $0 of funds previously provided to Grantee in prior grant periods, which funds remained unexpended by Grantee on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor’s obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account to finance the disbursement;

(b) Grantor has received sufficient funding, appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;

(c) Grantee is in compliance with all reporting requirements of all active or prior CAMI grants through the CAMI grant program, including, but not limited to:

(i) Grantor has received completed reports through E-Grants as described in

(ii) Grantor has received completed reports through E-Grants as described in
Section 5.05(b).

(d) No default as described in Section 6.03 has occurred;

(e) Grantee has submitted the required information to resolve all of the conditional eligibility criteria by the deadlines set forth in the CVSSD E-Grants Modification Announcement found in CVSSD E-Grants;

(f) Grantee’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

None

Section 2.06. Grant Availability Termination. The availability of Grant moneys under this Agreement and Grantor’s obligation to disburse Grant moneys pursuant to Section 2.03 shall only be for expenses that Grantee incurs before June 30, 2021 (the “Availability Termination Date”). Grantor may not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee’s completed performance or on June 30, 2021, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3
USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee’s use of the Grant moneys is limited to those expenditures necessary to conduct an activity or complete a project falling within a Service Area, as described in Exhibit A, and is further limited as set forth in Exhibit B. Grantee’s use of Grant moneys is further limited by the following budget categories set forth in the revised budget (the “Budget”) submitted to Grantor: Personnel, Services and Supplies, and Other Expenses (the “Budget Categories”). Grantee’s use of Grant moneys in a particular Budget Category may not exceed the amount specified therefore in the Budget except as permitted by and in accordance with the procedures set forth through CVSSD E-Grants with regard to budget revisions.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement or to replace funds previously allocated by Grantee for child abuse intervention, or any other purpose not authorized by this Agreement.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor or, with Grantor’s prior written approval, carried over to another award from the Child Abuse Multidisciplinary Intervention Account. Grantee may retain and carry forward unexpended amounts up to and including five percent (5%) of Grantee’s 2017-2019 allocation to support and carry out obligations of this Grant Award. Any amount of Carryover that exceeds five percent (5%) of Grantee’s 2017-2019 grant allocation shall be returned. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to
recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

SECTION 4
GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01.  Existence and Power.  Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02.  Authority, No Contravention.  The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee’s articles of incorporation or bylaws, or any provision of Grantee’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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03.  Binding Obligation.  This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04.  Approvals.  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 Grantee of this Agreement.

SECTION 5
GRANTEE’S AGREEMENTS

Section 5.01.  Project Commencement.  Grantee shall cause the Project to be operational no later than 60 days from the Project Start Date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Start Date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02.  Project Completion.  Grantee shall complete the Project no later than June 30, 2021 provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, the Grantee shall not be required to complete the project.
Section 5.03. Service Area Activities. Grantee shall conduct at least one activity or complete at least one project falling within at least one of the Service Areas no later than the Availability Termination Date.

Section 5.04. Confidentiality. In order to ensure the safety of child victims, and non-offending family members, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the recipient of services or the recipient’s responsible parent or guardian about whom information is sought, whether for this Project or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent’s (or guardian’s) consent, the minor or person with a guardian may consent to release of information without the additional consent from the parent or guardian.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.

Section 5.05. Reporting Requirements. Grantee shall submit all reports through the CVSSD E-Grant system at www.cvssdegrants.com.

(a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending: September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports as described in the CVSSD E-Grant system.

(b) Semi-Annual Progress Report. Twice in each year of the grant, Grantee shall submit program progress and service information describing the activities of the
Multidisciplinary Team (MDT) for that six-month period. Reports will be due no later than 30 days after the end of the calendar quarters ending December 31, and no later than July 20 for the calendar quarter ending June 30. These reports will document grant-funded activity as listed in the Intervention Plan, described in ORS 418.746(5)(a), and will document the number of children served by the MDT, the types of services provided, and compliance with Karly’s Law (ORS 419B.022 et. seq.).

Section 5.06. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

(a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or

(b) As the employer, by contacting a local Oregon State Police office for an “Oregon only” criminal history check on the applicant/employee/volunteer; or

(c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual’s participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual’s explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer’s criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.07. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other State or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.

Section 5.08 Meeting Documentation. MDT Administrative Business. The MDT must keep minutes from each MDT administrative meeting or any administrative discussion during any meeting. Grantee shall ensure that the MDT keeps proper minutes from each MDT administrative
meeting as it occurs. Administrative discussion includes but is not limited to the changes to the grant Intervention Plan, requests to redirect grant funds, and changes to roles or personnel on the MDT. Per 5.09 below, Grantor periodically may request to review meeting minutes. Grantor will require meeting minutes as part of any budget revision discussion, indicating the MDT’s approval for any change to the MDT budget.

Section 5.09. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Availability Termination Date set forth in Section 2.06 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Grantor’s Child Abuse Multidisciplinary Intervention Account coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee’s use of the Grant moneys.

Section 5.10. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.11. Grant Management Handbook. Grantee shall comply, and cause its subgrantees to comply, with the terms of the Grant Management Handbook available at https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/, and incorporated herein.

Section 5.12. Movement of Funds. Grantee shall obtain prior approval from Grantor for:

(a) For grant awards totaling $500,000 or less: Movement of funds that total more than $3,000 in the Personnel, Services and Supplies, and/or Other Services categories;

(b) For grant awards totaling more than $500,000: Movement of funds that total more than $5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR

(c) Adding a budget category or line item that did not exist in the original budget; OR

(d) Deleting an existing category.

SECTION 6
TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination for Convenience; Termination by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Child Abuse Multidisciplinary Intervention Account to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or

(b) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) 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 (viii) takes any action for the purpose of effecting any of the foregoing; or

(c) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If a party’s default is not cured within fifteen (15) days of
written notice thereof to the other party (or such longer period as the notifying party may authorize in its sole discretion), the notifying party may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of eligibility for the receipt of future CAMI Account awards. If, as a result of Grantee’s default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee’s option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantor terminates this Agreement as a result of Grantee’s default, Grantee shall return all unexpended funds to Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee. The parties shall engage in nonbinding discussions to give the alleged defaulting party an opportunity to present reasons why it believes it is not in default or that the default is not material and give the notifying party an opportunity to withdraw its notice. The parties may also negotiate an appropriate resolution of the default, including without limitation the amount of any misexpended funds.

SECTION 7
MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; 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 Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or
amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

a. Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor’s prior written consent. Grantee shall ensure that all subcontractors comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Oregon Criminal Fines Account or General Funds. Grantor’s consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

(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, 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 Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor 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 Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee 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 Grantor on the one hand and of the Grantee 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 Grantor’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.

(c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee 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 Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor 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 Grantee on the one hand and of the Grantor 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 Grantee’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.

(d) 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.

(e) Indemnification by Subcontractors. Grantee 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 Grantee’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.

(f) Subcontractor Insurance Requirements. Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS on Exhibit C, attached hereto and incorporated by reference herein, and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee 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 Grantee directly enters into a contract. It does
not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.09, Records and Inspection; and Section 7, MISCELLANEOUS, and any other provisions that by their terms are intended to survive termination of this Agreement.

Section 7.11. Counterparts. This Agreement 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 so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON
Acting by and through its Department of Justice
By: 
Name: Shannon L. Sivell
Title: Director, Crime Victim and Survivor Services Division
Date: 

AUTHORIZED AGENT FOR GRANTEE
By: 
Name: 
Title: 
Date: 

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:
By: Shannon Sivell
Title: Director, Crime Victim and Survivor Services
Date: Approved by email on 10/07/2019
EXHIBIT A

GRANT AWARD SERVICE AREAS

The Grant moneys are awarded solely for activities and projects falling within the following Service Areas:

1. **Assessment Services.** Assessment services are medical assessments of, intervention services to or psycho-social assessments of children in Oregon suspected of being victims of abuse or neglect. For purposes of this description, the phrases medical assessment, intervention service and psycho-social assessment have the following meanings:

   **Medical Assessment** means an assessment by or under the direction of a physician who is licensed to practice medicine in Oregon and trained in the evaluation, diagnosis and treatment of child abuse and includes, but is not limited to, the taking of a thorough medical history, a complete physical examination, an interview for the purpose of making a medical diagnosis, a determination of whether or not the child has been abused or neglected, and identification of appropriate treatment or referral for follow-up for the child.

   **Intervention Service** means a service provided by criminal justice or child protective services staff to intervene effectively in a case of suspected child abuse.

   **Psycho-Social Assessment** means an evaluation of the child and his or her family to determine the need for services to reduce the adverse reaction to victimization and the availability of resources to meet those needs.

2. **Advocacy Services.** Advocacy services are services that reduce additional trauma to children (and their families) in Oregon suspected of being victims of abuse or neglect or that support the identification and development of therapeutic services to such children (and their families). Advocacy services include, but are not limited to, protective services, intervention advocacy, prevention advocacy and professional training and education, all as described below:

   **Protective Services** means activities that are required to protect the child, prevent future abuse, and support the healing process associated with the abuse or neglect related trauma.

   **Intervention Advocacy** means activities identified at the local and state level to provide more effective intervention for victims of child abuse or neglect.

   **Prevention Advocacy** means activities associated with local and state fatality reviews or subsequent prevention strategies to reduce abuse or neglect related fatalities.

   **Professional Training and Education** means support for professional training and education or for educational resources such as a clearinghouse, speakers bureau, or library, for professionals involved in child abuse and neglect intervention.
3. **Treatment Services.** Treatment services are information, referral or treatment for child abuse or neglect victims and their families. For purposes of this description, the words information, referral and treatment have the following meanings:

- **Information** means providing information regarding treatment resources.
- **Referral** means referral to therapeutic services.
- **Treatment** means providing and coordinating therapeutic treatment intervention.
Exhibit B

ELIGIBLE EXPENSES

Grant moneys may be used only for the following expenses necessarily incurred by Grantee in conducting an activity or completing a project falling within a Service Area:

1. Costs for staff, interviewers, interpreters, prosecutors (Deputy District Attorneys) and expert witnesses.
2. Costs for services, supplies, rent, and capital equipment.
3. Other operational expenses necessarily incurred in connection with a particular project or activity falling within a Service Area.
EXHIBIT C
SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor’s expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 Grantor.

i. WORKERS COMPENSATION. All employers, including Subcontractor, 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).

ii. EMPLOYERS' LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. PROFESSIONAL LIABILITY

☒ Required by Agency ☐ Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. COMMERCIAL GENERAL LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.
v. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

☑ Required by Agency ☐ Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain 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”).

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. “TAIL” COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either “tail” coverage or continuous "claims made" liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor’s completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if 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 Subcontractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall make available to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.
TO: YCTA Board of Directors
   Yamhill County Board of Commissioners
FROM: Cynthia Thompson, Transit Manager
Cc: Ken Huffer, Carolina Rook, Keri Hinton
DATE: December 19, 2019
Re: Board Action Items for Yamhill County Transit

Yamhill County Transit Action Items for
Yamhill County Board of Directors’ and Board of Commissioners
December 2019

#1 Project Description:
Annual Fare Free Day for Point in Time Homeless Count

# 1 Board Action Requested
Staff Recommends approval of annual fare free day every January for the Point in Time Homeless Count

# 1 Background Info:
The “Point in Time” Homeless Count, is an outreach program set up to determine the status and demographics of homelessness throughout Yamhill County with the outcome of providing information to enable better services where needed. The count has been completed the last week of January for the past five (5) years and has been very successful. YCAP is the lead agency in planning and implementing the county wide count. YCAP is assisted by many community partners and volunteers who conduct surveys with homeless persons on the day of the count, and with the Sheriff and police in Yamhill County and the various communities conducting early morning drive throughs around the county.

Yamhill County Transit and First Transit have provided free fare days for these events for the past five (5) years, in support of this community outreach and are asking the Board to once again approve this request and approve it as an annual event so it is not necessary to bring the item to the board each year unless there is a reason to stop participating in this event.
TO: YCTA Board of Directors
    Yamhill County Board of Commissioners

FROM: Cynthia Thompson, Transit Manager

Cc: Ken Huffer, Carolina Rook, Keri Hinton

DATE: December 19, 2019

Re: Board Action Items for Yamhill County Transit

Yamhill County Transit Action Items for
Yamhill County Board of Director’s and Board of Commissioners
December 2019

#4 Project Description:
Declare two (2) Buses Surplus for Disposal.
VIN # 4UZAB0BV27CX85021- 2006 Freightliner Champion CTS
VIN # 4UZAB0BV07CX85020- 2006 Freightliner Champion CTS

#4 Board Action:
Staff recommends the Board approve declaring these buses as surplus and authorize
the sale of these buses according to County policy and procedure.

#4 Background Info:
These two (2) buses are County owned buses purchased from SMART/Wilsonville
approximately 2 years ago to help during shortage of quality fleet to provide Yamhill
County services.
Date: December 9, 2019
To: Board of Commissioners
CC: Ken Huffer, County Administrator; Justin Hogue, Deputy County Administrator; Jessica Beach, Department of Community Justice Director; Jim Culbert, Parks and Recreation Advisory Board Chair
From: Jarod Logsdon, Parks and Work Crew Division Manager
Subject: Parks Board Membership Reappointment

On behalf of Chairman Jim Culbert and the Parks Board, I would like to pass along the following recommendation to reappoint Galen McBee for another term on the Parks and Recreation Advisory Board. Galen has expressed interest to continue his commitment to improving Yamhill County Parks.

Thank you for your attention to this matter.

Jarod Logsdon
Parks and Work Crew Division Manager
December 10, 2019

To: Board of Commissioners
   Ken Huffer, County Administrator
   Justin Hauge, Deputy County Administrator
   Andrea Paola, Human Resources Director

From: Bradley C. Berry, Yamhill County District Attorney

Re: Supervisor Position, Support Enforcement Division

Dear Commissioners, et. al:

I have recently shared with all of you thoughts and concerns about bolstering the supervision level of the Support Enforcement Division (SED) of my office. Please allow me to give you a little history of the Division, along with some recent findings and thoughts on how to best move forward.

Until 2005, SED was staffed by a DDA, a supervisor, and case managers. That supervisory position was held by Bonnie Daoest and when she left the office, I decided to replace her with a case manager, rather than a supervisor, and ultimately moved one position to be a lead worker. At the time, it was hoped that SED could be managed under the umbrella of my office manager position. That worked relatively well when Chris Osterhoudt was here, primarily because he came from a manager position in a support enforcement office in Multnomah County. He was familiar with their duties, processes and practices. Approximately ¼ of his time was billed to the SED budget to reflect his time there and working on cases. When Chris left the office, his managing expertise in that role also left.

As you likely recall, the SED case managers recently went through the reclassification committee process. During that process, they highlighted that one of the issues they have been struggling with has been ‘lack of supervision’. I will admit, it is difficult to supervise and assist that division as, logistically, it’s in a different part of the building from my management team. I think the Division has some frustration without the supervision being hands on and with them.

Additionally, there are new processes in that office which have added to their frustration. These are State imposed computer changes that have significantly changed what they do and how
they do it. In the reclassification process, they also repeatedly commented that they were way behind with their workload both from the new processes and an increase in caseload.

Let me be very clear, the SED staff are hard-working individuals who care deeply about assisting families in our community. Doing so accurately and promptly is their goal. Customer service is important to them and to me.

As I enter my 24th year as the District Attorney, I do not recall, in all those years, having had an increase in personnel in the SED office. Yes, we've had changes in staffing, responsibility, but no increase in overall staffing. We have had increases in caseload, but no increase in staffing. We have recently had significant increases in processes, but again, no increase in staffing. An independent review of that office by an experienced support enforcement manager from another county, identified an "in house manager" as a need for the division.

For the first time I am requesting an additional FET in the Support Enforcement Division. This position would be a supervisor over the case managers and the lead worker in the Division. I am looking for a supervisor who will be a team leader, team builder, motivator, problem identifier, and a problem solver. If the supervisor is familiar with ORIGIN (the new State computer system), they would also be assigned a small caseload to aid the staff in reducing the demand on each of them. If the new supervisor is not familiar with it, once trained, they would assume a small caseload. It is important to also note that ORIGIN requires a much higher level of the 'supervisor being in the program'; time that is not currently available with my existing supervisory staff.

I am proposing that the supervisor come in at a level 19. Estimated costs with benefits for the remainder of FY 19-20, is about $43,000. Estimated salary for an entire year with benefits for FY 20-21 is $80,000. However, actual costs to the county are much less. First, please recall that the federal match program pays for 2/3 of the actual expenses of the office. For the remainder of FY 9-20, the cost to the county would only be about $14,400. The actual cost to the county of the full-time position for the entire year, FY 20-21, would be less than $30,000.

The overall benefit: to the functioning of SED, the benefit to the staff in that office, and to the operations of the District Attorney's Office as a whole, will be significant considering the modest net cost to the county.

Respectfully submitted
MEMORANDUM

TO: Interested persons
FROM: Christian Boenisch, County Counsel
RE: Notice of Intent to Award Yamhelas Westsider Trail (Phase 2) Project

On December 19, 2019, the Yamhill County Board of Commissioners adopted this Board Order #19- ____ “Notice of Intent to Award the Yamhelas Westsider Trail (Phase 2) Project”. The lowest responsive bidder for this project was Farline Bridge, Inc., an Oregon corporation (“Farline”), located at 1445 Miller Drive, Stayton, OR 97383. The total bid for this project was $564,812.00. Farline was the lowest responsive and responsible bidder for this project. Yamhill County’s intention is to accept the bid of Farline in the amount of $564,812.00.

This memorandum constitutes Yamhill County’s notice of its intent to award the bid to Farline, 1445 Miller Drive, Stayton, OR 97383.

Any protest of an award of this project must be filed with the Yamhill County Board of Commissioners at 434 NE Evans St, McMinnville, Oregon 97128 not later than 5 pm on Thursday, December 26, 2019. Any protest of the award will be managed by the Board of Commissioners or its designee. If no protests are filed by the time stated, the Board will proceed to execute the contract for this project any time thereafter.
Hi Commissioners and Ken,

Attached are four (4) contract items related to changes with Yamhill Community Care Organization’s (YCCO) agreement with the Oregon Health Authority (OHA) under the CCO 2.0 contract, effective January 1, 2020 (attached for reference #161768).

1. Amendment #9 to our existing delegation agreement, BO 14-706. If approved, the amendment extends the agreement through December 31, 2020, updates the compensation language and updates the responsibilities for the behavioral health Risk Accepting Entity (RAE) so that the County no longer will be at risk for all payments to the mental health and substance use disorder treatment services for YCCO members. The amendment outlines the responsibility of YCHHS to pay claims "run out" for calendar year 2019 services during calendar year 2020.

2. New Local Mental Health Authority, the Local Public Health Authority and Coordinated Care Organization agreement between Yamhill County and YCCO replacing the agreement approved under BO 12-476. If approved, the new term is for January 1, 2020 to December 31, 2020.

3. Agreement for administrative services for a number of health plan related activities that are currently performed by Yamhill County Health and Human Services (YCHHS) staff; the new agreement makes a distinction between these health plan activities and other provider activities (which are included in item 4. below). If approved, the new term is for January 1, 2020 to December 31, 2020.

4. Provider agreement for Safety net services across all of the YCHHS provided services, including the following sub-contracted providers: Lutheran Community Services, Project ABLE, Provoking Hope, George Fox University, Catholic Community Services, Lines for Life, Oregon Family Support Network, Champion Team, Dual Diagnosis Anonymous and Community Counseling Solutions (peer warm line). If approved, the new term is effective January 1, 2020 and rates are established for calendar year 2020 with an expected re-opener in the fall to establish financial terms and amend the contract for the following four (4) years.

The major change to these contracts relates to the OHA required shift away from a fully delegated risk arrangement where the County has been at risk for the total behavioral health services portfolio since January 1, 2015. Now the YCCO board will be directly accountable for the provider network and all related expenditures. While this change represents a loss of potential upside revenue for the County during favorable times, it also removes all downside risk of financial loss in the event that purchased mental health and substance used disorder treatment services exceed the capitated payment from YCCO. Other significant changes include the following:

- Outlines the scope of administrative services that will be performed by YCHHS staff under a management services agreement.
- Continues the current pay for performance (P4P) program payment; both the amendment #9 and the provider agreement has language related to P4P and payment in 2020 will follow a similar allocation as in previous years.
 Adds a 2.5% market adjustment for all administrative and provider services, including the flexible services which are now referred to as Health Related Services.

 Continues existing payments for specific activities (plus 2.5% market adjustment) for 1.5 full time equivalent (FTE) YCHHS staff who work on the Community Health Assessment and Community Health Improvement Plan, as well as coordination of the Community Prevention and Wellness (CPW) activities.

 Continues a payment to YCCO by YCHHS for CPW fund allocation; the 2020 payment will be established at 2% of total 2019 premium revenue and discontinues the one time CPW payment made in 2019 that was related to marijuana tax revenue.

 Continues a payment to YCHHS by YCCO in 2020 for the needle/syringe exchange program.

 Strengthens language pertaining to the Local Public Health Authority and Local Mental Health Authority role and function and updates related Oregon Revised Statute to reflect current laws.

 All of these changes fall within our fiscal year 2019-2020 Adopted Budget and will inform the budget building process for fiscal year 2020-2021. I recommend the Board approve these agreements as written, however, some of these agreements are still under review by County Counsel and there may be revisions to form/language prior to Thursday’s formal session. Please let me know if you have any questions.

 Carolina/Keri, please place these items on the next Board Agenda for approval. Signed copies will be coming over through interoffice mail. Suggested Board Agenda language:

 “Approval of Amendment #9 to the delegation agreement between Yamhill County Health and Human Services and Yamhill County Care Organization (BO 14-706) effective January 1, 2020.”

 “Approval of the agreement between Yamhill County and Yamhill County Care Organization effective January 1, 2020 replacing the agreement approved under BO 12-476.”

 “Approval of the agreement between Yamhill County and Yamhill County Care Organization for administrative services effective January 1, 2020.”

 “Approval of the provider agreement between Yamhill County and Yamhill County Care Organization effective January 1, 2020.”

 Thanks,

 Silas Halloran-Steiner
 Director, Yamhill County Health and Human Services Department
 Phone: (503) 434-7523
 Cell: (503) 435-7572
 Fax: (503) 434-9846
 627 NE Evans
 McMinnville, OR 97128

 Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

 Our Mission: To promote the public’s physical, emotional and social well-being through services, prevention, education, and partnerships.
NINTH AMENDMENT TO MENTAL HEALTH AND SUBSTANCE USE DISORDERS SERVICES DELEGATION AGREEMENT

THIS NINTH AMENDMENT TO MENTAL HEALTH AND SUBSTANCE USE DISORDERS SERVICES DELEGATION AGREEMENT (this "Ninth Amendment") dated December 19, 2019, is entered into by and between Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation dba Yamhill Community Care Organization ("Yamhill CCO"), and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("YCHHS").

RECITALS

A. Yamhill CCO and HHS entered into their first agreement at the initial formation of Yamhill CCO in 2012 that included MVBCN and Yamhill HHS as sub capitated entities who were to manage and/or deliver Mental Health and Substance Use services for Yamhill CCO members. In January of 2015 MVBCN took a much more limited role in authorization and management of these services and in January 2016, HHS became the principal entity to manage Behavioral Health (BH) Services for Yamhill CCO and was designated as the single BH Risk Accepting Entity (RAE). In that role as BH RAE, HHS serves as the primary contact with Yamhill CCO for BH provider agencies, and for YCCO’s contract with Performance Health Technology Inc. for its claims processing services for Behavioral Health.

B. Yamhill CCO and YCHHS entered into a Mental Health and Substance Use Disorders Services Delegation Agreement dated January 1, 2015 (“2015 Agreement”).

C. Yamhill CCO and YCHHS entered into a First Amendment to Mental Health and Substance Use Disorders Services Delegation Agreement dated January 1, 2016 (“2016 Amendment” or “First Amendment”). The 2015 Agreement was further amended on August 18, 2016 to incorporate the May 25th MOU and the new ABA rate effective July 1, 2016 (“Second Amendment”) and subsequently amended a third time on September 8, 2016 to extend the term of the 2015 Agreement through December 31, 2018 and to include the Community Prevention and Wellness Implementation Proposal effective September 1, 2016 through December 31, 2018 (“Third Amendment”). The 2015 Agreement was further amended on January 12, 2017 to reflect changes to services and rates effective January 1, 2017 (“Fourth Amendment”). The 2015 Agreement was further amended on January 1, 2018 (“Fifth Amendment”), March 1, 2018 (Sixth Amendment”), effective January 1, 2019 (“Seventh Amendment”), and effective July 1, 2019 (“Eighth Amendment”) to reflect
changes to services and rates effective January 1, 2018, March 1, 2018, January 1, 2019, and July 1, 2019, respectively.

D. The purpose of this Ninth Amendment is to further amend the 2015 Agreement to reflect the change to the RAE effective January 1, 2020, and otherwise modify the 2015 Agreement as set forth herein:

E. Capitalized terms used in this Ninth Amendment, but not otherwise defined in this Ninth Amendment shall have the same meaning as those in the 2015 Agreement and the CCO Contract, in that order of priority.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Effective Date. The effective date of this Ninth Amendment shall be January 1, 2020.

2. Amendment to Section 5 Compensation. Section 5 is hereby amended to include the following:

   “A. After final claims runout and L reports are concluded and submitted for calendar year 2019, YCHHS will work with YCCO to make any appropriate adjustments to risk corridor service areas such as Applied Behavioral Analysis (ABA) services and the Cover All Kids. Both parties understand this might result in additional payment/repayment to either entity on these two specific rate groups.

   B. Upon conclusion of the final bonus payment for Pay for Performance (P4P) measures by OHA to YCCO for calendar year 2019, if any, YCCO will make a payment in calendar year 2020 for the services rendered in calendar year 2019 and following the methodology outlined in Amendment #7, Section 3 of the Underlying Agreement.

   C. YCCO will make no further compensation in 2020 related to 2019 claims run out or other payments under this agreement except as specifically provided in this Ninth Amendment or mutually agreed to by YCCO and YCHHS in writing.”

3. Amendment to Section 6.1, Term. Section 6.1 of the Agreement is hereby amended to extend the termination date of the Agreement from December 31, 2019 to December 31, 2020.

4. Amendment to Exhibit I, Section 8 Assumption of Risk. Exhibit I, Section 8 Assumption of Risk as last amended by Amendment #8 is hereby deleted in its entirety and replaced with the following: “Assumption of Risk. YCHHS assumes the risk for providing the Mental Health Services and Substance Use Disorders Services that are Covered Services required under this Agreement pursuant to Exhibit E, Compensation, incurred through December 31, 2019 and will be responsible for the run-out period for those incurred Covered Services until
the end of the new OHA Yamhill CCO contract period which ends December 31, 2020. Yamhill CCO assumes the risk and all other RAE responsibilities for the Mental Health Services and Substance Use Disorders Services that are Covered Services required under this Agreement pursuant to Exhibit E, Compensation effective January 1, 2020.”

5. **Amendment to Exhibit I, Section 10, BH RAE Reserves.** Exhibit I, Section 10, BH RAE Reserves is hereby deleted in its entirety.

6. **Ratification.** Except as expressly amended by this Ninth Amendment, the 2015 Agreement shall remain in full force and effect according to its terms.

7. **Recitals.** The recitals appearing at the top of this Ninth Amendment are incorporated into this Ninth Amendment as if fully set forth herein.

The parties hereto have caused this Ninth Amendment to be duly executed by their duly authorized officers as of the date set forth above.

**YAMHILL COUNTY CARE ORGANIZATION, INC.**

By: ____________________________
Seamus McCarthy
Chief Executive Officer

Date: ________________________

**YAMHILL COUNTY, OREGON**

By: ____________________________
Richard L. “Rick” Olson, Chair
Board of Commissioners

Date: ________________________

By: ____________________________
Silas Halloran-Steiner, Director
Department of Health & Human Services

Date: ________________________

**FORM APPROVED BY:**

By: ____________________________
Christian Boenisch
County Counsel

Date: ________________________
Yamhill County and Yamhill County Care Organization, Inc.
Local Mental Health Authority, Local Public Health Authority and
Coordinated Care Organization Agreement

Preamble
A broad range of health care providers and stakeholders came together to establish a Coordinated Care Organization (CCO) for the region, formed as Yamhill County Care Organization, Inc., an Oregon nonprofit public benefit corporation (“YCCO”) dba Yamhill Community Care. As partners in this CCO, we are jointly committed to improving the health of our communities by coordinating health initiatives, seeking efficiencies through blending services and infrastructure, and engaging all stakeholders in a regional effort to steer local health services and systems toward meeting the “Triple Aim” of improving health care: better health, better care, lower costs. We will work to increase quality, reliability, availability of care, and lower or contain the cost of care.

The intent of this Local Mental Health Authority/Local Public Health Authority-Coordinated Care Organization Agreement (“Agreement”) between YCCO and Yamhill County, acting by and through its Department of Health and Human Services (“County”) (collectively referred to herein as “Parties”) is to establish a collaborative network of behavioral and public health services for the residents of County that will jointly serve the health care needs of our residents.

It is imperative that we ensure the stability of “safety net” services for all populations, including the uninsured and underinsured residents under County’s responsibility as the Local Mental Health Authority (LMHA) and Local Public Health Authority (LPHA). All parties recognize the shared responsibility created by Oregon’s health care legislation to improve the overall health and safety of our entire community. Such responsibility and accountability carry with them the duty to sustain emergency services and protect public safety.

Purpose
This Agreement is designed to facilitate advantageous use of the system of public health and behavioral health care and services currently available through local community mental health, addictions, and public health programs; to ensure continued and conceivable enhanced access to a full continuum of health care; and to build upon the strengths of current resources. The Local Mental Health Authority has statutory authority under ORS 430.620 to operate a community mental health program, the duties of which are delineated in ORS 430.630 (Attachment A) and are incorporated into this document by reference. The Local Public Health Authority has a statutory responsibility under ORS 431.415 to provide public health services (Attachment B). Further, ORS 414.153 directs that there be a written agreement between each CCO and the local health authority in the areas served by the CCO and recognizes the shared responsibility for the full continuum of health care services in the region served by the CCO.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
A. **Term.** This Agreement shall be effective on January 1, 2020 and will expire on December 31, 2020 and supersedes any prior agreement between the parties.

B. **Compliance with Applicable Laws.** The Parties shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The Parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

C. **Nondiscrimination.** The Parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

D. **Insurance and Indemnification.**
   Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section10, the County shall defend, indemnify and hold harmless YCCO from claims resulting from its acts or omissions, and the acts or omissions of the County, its officers, agents and employees in performance of this Agreement. Likewise, YCCO shall defend, indemnify and hold harmless the County from claims resulting from its acts or omissions, and the acts or omissions of YCCO, its officers, agents and employees in performance of this Agreement. Each party to this Agreement shall insure or self-insure for risks associated with performance of this Agreement up to the limits specified in the Oregon Tort Claims Act at ORS 30.260 through 30.300.

E. **Notices.** Any notice required to be given the either party under this Agreement shall be sufficient if given, in writing, by first class mail or in person.

F. **Health Insurance Portability And Accountability Act (HIPAA).** The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as Attachment C to this Agreement and are incorporated herein.

G. **False Claims, Fraud, Waste, And Abuse.** The Parties shall cooperate with and participate in activities to implement and enforce policies and procedures to prevent, detect, and investigate false claims, fraud, waste, and abuse relating to Oregon Health Plan, Medicare, or Medicaid funds. The Parties shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection, and investigation of false claims, fraud, waste, and abuse. The Parties shall allow the inspection, evaluation, or audit of books, records, documents, files, accounts, and facilities as required, to investigate the incident of false claims, fraud, or abuse.

H. **Termination.**
   1. This Agreement may be terminated by mutual consent of both Parties at any time. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
2. Either party may terminate this Agreement effective upon delivery of written notice to the other party or at such later date as may be established under any of the following conditions:
   a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
   
   b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable, appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
   
   c. If any license, certificate, or insurance required by law or regulation to be held by either party to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
   
   d. If either party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
   
   e. If either party fails to perform any of the provisions of this Agreement or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms and after written notice from either party, fails to correct such failure(s) within ten (10) days or such longer period as the parties may authorize.
   
   Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

I. Amendments. Given the complexity of Oregon’s health care initiative, it is understood that during the term of this Agreement many details regarding the partnership and funding mechanisms will be designed or altered. This Agreement will be reviewed and revised periodically within its effective term. All amendments must be in writing and signed by the parties. It is the intent of the County and YCCO that this Agreement be modified as jointly agreed upon and may be renewed upon expiration.

J. Governing Law; Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Oregon. Venue for any dispute related to this Agreement shall be exclusively in Yamhill County, Oregon.

K. No Costs or Attorney Fees. In any proceeding arising from or to enforce or interpret this Agreement, each party shall be responsible for its own attorney’s fees and costs at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

L. Agreement (Scope). The mutual goal of YCCO and County is to coordinate services to meet the health care needs of CCO members and the community, sustain mental health,
addictions, and public health safety net services, and achieve the improved health outcomes envisioned by the “Triple Aim.” In order to achieve these goals, the parties to this Agreement desire to set forth their respective roles and responsibilities to coordinate care and share accountability. YCCO and County jointly agree to the following activities with respect to the health needs of members of the CCO and the County:

1. **Analysis.** Work together proactively to analyze effects of funding models and cost shifts on public health, mental health, addictions, and primary care services; local law enforcement, community corrections, and public safety services; and long-term care services.

2. **Payment Mechanisms.** Jointly design payment mechanisms to assure critical services are not lost or made less effective. Design value-based payment models that assure that system outcomes are supported financially over time.

3. **Safety Net Services.** Jointly adopt a plan to finance and maintain the public health and behavioral health safety net services, including community crisis services, involuntary commitment services, detoxification services ensuring the continuum of care, and transitions services within and between health and public safety systems and all levels of care. The plan will sustain efficient and effective management of LMHA responsibilities and activities referenced in ORS 414.153 including, but not limited to the following services:
   a. Management of children and adults at risk of entering or transitioning from the Oregon State Hospital or residential mental health or addictions care.
   b. Care coordination of residential services for children and adults.
   c. Management of the mental health crisis system including civil commitment.
   d. Management of community-based specialized services including assertive community treatment, supported housing, supported education, supported employment, Psychiatric Security Review Board services, and Early Assessment Support Alliance, personal care assistance, and Psychiatric Security Review Board services.
   e. Management of specialized services to promote community re-integration and to reduce recidivism in the criminal justice system.

4. **Point of Contact Services.** Jointly adopt a plan to pay for point of contact services as follows:
   a. Per ORS 414.153 (1) the state shall require and approve agreements between CCOs and county health departments for point of contact immunizations, sexually transmitted diseases, and other communicable disease services delivered.
   b. Per ORS 414.153 (2) the state shall allow enrollees in CCOs to receive from fee-for-service providers: family planning services, HIV/AIDS services, and maternity case management (if the Oregon Health Authority determines CCOs cannot adequately provide maternity case management service).
   c. Per ORS 414.153 (3) the state shall encourage and approve agreements between CCOs and county health departments for authorization and payment of: maternity case management, school-based clinics, health services for children in schools, and screening services for early detection of health care problems among low-
income women and children, migrant workers, and other special population groups.

5. **Cost Shift Avoidance.** Monitor and make system corrections to avoid unintended cost shifts to other areas of the system such as local law enforcement, community corrections, or emergency rooms.

6. **Community Advisory Council.** Work collaboratively to develop an active, effective Community Advisory Council, building on the consumer input processes developed by the Mid-Valley Behavioral Care Network, to provide broad community input on the operations and performance of YCCO and ensure the Community Advisory Council has the resources to provide meaningful input to the CCO governing board.

7. **Health Assessments and Planning.** In coordination with other local health planning efforts; e.g., community health improvement plans, county mental health and addictions biennial implementation plans, and county public health annual plans, complete a community health assessment and facilitate the development of a health improvement plan to identify community needs and focus areas for YCCO.

8. **Outcomes.** Develop agreed upon outcomes to monitor and improve the performance of integrated health services and system-wide shared goals.

**M. County will:**

1. **Adult Behavioral Health.** Advise YCCO, through its Community Advisory Council, on issues related to specific behavioral health system issues, including safety net services, crisis services, transitions in and out of mental health and addictions residential services, detoxification or state hospital services, care coordination of residential behavioral health services, management of specific community-based services, and specialized services to promote re-integration and reduce recidivism in the criminal justice system.

2. **Children’s System of Care.** Advise YCCO through its Community Advisory Council, on issues related to children’s system of care, including transitions in and out of psychiatric residential or state hospital services, wraparound care coordination, foster care placement stability, early childhood services, and diversion from the juvenile justice system.

3. **Public Health.**
   a. Advise YCCO on issues related to public health services, health policy, and community health promotion. County will coordinate with YCCO on important system issues that impact the health of the whole population such as tobacco prevention, alcohol and drug prevention, problem gambling prevention, and chronic disease prevention.
   b. Provide public health services, such as immunizations, sexually transmitted disease services, and maternal child health services, and will receive payment for those services as appropriate through YCCO.
4. **Cross-System Care Coordination.** Help define and promote cross-system care coordination including development of multidisciplinary teams, maintaining and improving relationships with schools, developmental disabilities programs, community corrections, and law enforcement, housing authorities, local hospitals, primary care physicians, the Oregon Department of Human Services, Oregon Health Authority, residential and foster care providers, and other community stakeholders.

5. **Community Prevention and Wellness Fund.** YCHHS will fund two (2) percent of total premium paid in 2019 as a 2020 CPW Fund contribution after the final L reports for calendar year 2019 have been submitted. These funds must be used for evidence-based prevention activities as recommended by the CPW Committee and approved by YCCO Board. All YCHHS CPW designated funds must be tracked until fully expended with a goal to achieve a dollar for dollar or better match ratio with other community funds. In the event that YCCO is not awarded an additional four (4) year renewal contract in 2020 or the contract is terminated for any cause or if YCCO dissolves for any reason, all remaining YCHHS CPW designated funds will be returned within 30 days of the decision.

N. **YCCO will:**

1. **Mental Health Services.** Maintain or enhance sub capitation for mental health treatment services for YCCO members to the County, as well as total system-wide investments and payments, including intensive services for high-risk populations (corrections, drug courts, detoxification, high medical needs, co-occurring mental health disorders, and substance dependence). Rate must be sufficient to fund the services described herein and assure that critical services are not lost.

2. **Substance Use Disorder Services.** Maintain or enhance sub capitation for addictions treatment services for YCCO members to the County, as well as total system-wide investments and payments, including intensive services for high-risk populations (corrections, drug courts, detoxification, high medical needs, co-occurring mental health disorders, and substance dependence). Rate must be sufficient to fund the services described herein and assure that critical services are not lost.

3. **LMHA and LPHA Responsibilities.** Work with County to support and sustain responsibilities as the Local Mental and Public Health Authorities assuring activities necessary for the preservation of health and prevention of disease; ensuring access to specialty services for individuals and families with complex mental health and addictions disorders (wraparound services such as supported housing and early psychosis intervention) which currently do not exist in the private sector; local, regional, and state systems coordination with the Oregon State Hospital and the Psychiatric Security Review Board, corrections and criminal justice agencies, housing authorities, child welfare, programs for seniors and people with disabilities; and critical safety and quality control services such as 24-hour crisis response, abuse investigation and reporting, civil commitment investigation and support, residential treatment facilities siting and planning and emergency response planning.
4. **Long-Term Care Follow Up.** Ensure that members receiving services from extended or long-term psychiatric care programs receive follow-up services as medically appropriate to ensure timely discharge as required of County by contract with the Oregon Health Authority (i.e., not to exceed five (5) days after receiving notification of discharge readiness).

5. **Traditional Health Worker.** Ensure continued utilization and further development of peer services and supports for mental health and substance use disorder consumers through family advocates, youth partners, Peer Wellness Specialists, Peer Support Specialists and Certified Recovery Mentors (e.g., Champion Team, Project Able, Oregon Family Support Network, David Romprey warm line, Provoking Hope and YCHHS provider services). Assist in the development of a network of traditional health workers to work with primary care providers, emergency departments, dental providers and other service providers to aid members in improving overall wellness.

6. **Emergency Services.** Coordinate care through community crisis response team with community emergency services agencies (e.g., police, courts, juvenile justice, corrections, and community mental health agencies) to promote an appropriate response to clients experiencing a mental health crisis.

7. **Health Data.** Provide access to health metrics data to support the public health role of assessing and assuring the health of the community by focusing on the issues causing disease and reducing the quality of life.

8. **Transparency.** Strive to achieve open, transparent governance in alignment with the values of the health care legislation and state leadership’s expressed directives of inclusion and transparency to garner and build the trust of communities served. Transparency is intended to include information sharing regarding local governance and performance of YCCO.

9. **Cost Sharing.** Work with County to evaluate the feasibility of cost sharing for services currently provided by County to YCCO members utilizing other funds (e.g., syringe services exchange, transportation assistance to access services, drug-free housing assistance, outreach to at-risk populations, prevention services, early intervention services, HIV testing, and recovery coaching).

10. **Community Health Assessment and Health Improvement Plan (CHA/CHIP).** YCCO will fund a .5 full time equivalent (FTE) Health Educator position that YCHHS will supply who will be available to do the following based on shared work plan and a coordinated effort between YCCO and YCHHS for CHA/CHIP work:

   a. Coordinate a collaborative effort to align CHA/CHIP work among the CCO and local non-profit hospital.
   b. Technical assistance and training to equip partners with the data and tools to set priorities, make decisions and guide action that leads to improved health outcomes.
   c. Tools and templates for CHA/CHIP documents
d. Online/paper survey production, implementation and evaluation  
e. Produce and coordinate document production  
f. Communicating and coordinating committees and workgroups  
g. Monitoring and tracking of process and health outcome measures of interventions  
h. Produce and assist with implementation of publicity plan

11. **Community Prevention and Wellness Fund Coordination.** YCCO will fund 1.0 FTE Community Prevention Wellness position that YCHHS will supply who will be available to perform the services detailed in Attachment D which is attached hereto and incorporated herein by reference. This position will be based on a shared work plan and will be a coordinated effort between YCCO and YCHHS for Community Prevention Wellness.

12. **Syringe Services Program.** YCCO will fund YCHHS to contract with a local non-profit to administer a needle/syringe exchange program as detailed in Attachment E which is attached hereto and incorporated herein by this reference.

O. **Compensation.** See Attachment F.

P. **Point of Contacts.**

**Yamhill County Care Organization, Inc.:**

The designated contact person is:

________________________________________ ______________________________
First Name                      Last Name

_________________________________________ ______________________________
E-mail Address                  Phone

**Yamhill County:**

The designated contact person is:

________________________________________ ______________________________
First Name                      Last Name

_________________________________________ ______________________________
E-mail Address                  Phone

Q. **Incorporation.** The Preamble and Purpose set forth at the start of this Agreement are hereby incorporated into this Agreement as if set forth fully herein.
R. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

**YAMHILL COUNTY**
**BOARD OF COMMISSIONERS**

Chair, RICHARD L. “RICK” OLSON

Commissioner, MARY STARRETT

Commissioner, CASEY KULLA

**Yamhill County Care Organization, Inc.**

______________________________
Seamus McCarthy
Chief Executive Officer
807 NE Third Street
McMinnville, OR 97128

Date: _________________________

______________________________
Commissioner

______________________________
Date: _________________________

**RECOMMENDED BY:**

______________________________
Silas Halloran-Steiner, Director HHS

**APPROVED AS TO FORM:**

______________________________
Yamhill County Legal Counsel

Date: _________________________
ORS 430.630 Services to be provided by community mental health programs; local mental health authorities; local mental health services plan. (1) In addition to any other requirements that may be established by rule by the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide the following basic services to persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers:
   (a) Outpatient services;
   (b) Aftercare for persons released from hospitals;
   (c) Training, case and program consultation and education for community agencies, related professions and the public;
   (d) Guidance and assistance to other human service agencies for joint development of prevention programs and activities to reduce factors causing alcohol abuse, alcoholism, drug abuse and drug dependence; and
   (e) Age-appropriate treatment options for older adults.
(2) As alternatives to state hospitalization, it is the responsibility of the community mental health program to ensure that, subject to the availability of funds, the following services for persons with alcoholism or drug dependence, and persons who are alcohol or drug abusers, are available when needed and approved by the Oregon Health Authority:
   (a) Emergency services on a 24-hour basis, such as telephone consultation, crisis intervention and prehospital screening examination;
   (b) Care and treatment for a portion of the day or night, which may include day treatment centers, work activity centers and after-school programs;
   (c) Residential care and treatment in facilities such as halfway houses, detoxification centers and other community living facilities;
   (d) Continuity of care, such as that provided by service coordinators, community case development specialists and core staff of federally assisted community mental health centers;
   (e) Inpatient treatment in community hospitals; and
   (f) Other alternative services to state hospitalization as defined by the Oregon Health Authority.
(3) In addition to any other requirements that may be established by rule of the Oregon Health Authority, each community mental health program, subject to the availability of funds, shall provide or ensure the provision of the following services to persons with mental or emotional disturbances:
   (a) Screening and evaluation to determine the client’s service needs;
   (b) Crisis stabilization to meet the needs of persons with acute mental or emotional disturbances, including the costs of investigations and prehearing detention in community hospitals or other facilities approved by the authority for persons involved in involuntary commitment procedures;
   (c) Vocational and social services that are appropriate for the client’s age, designed to improve the client’s vocational, social, educational and recreational functioning;
   (d) Continuity of care to link the client to housing and appropriate and available health and social service needs;
   (e) Psychiatric care in state and community hospitals, subject to the provisions of subsection (4) of this section;
   (f) Residential services;
   (g) Medication monitoring;
   (h) Individual, family and group counseling and therapy;
(i) Public education and information;
(j) Prevention of mental or emotional disturbances and promotion of mental health;
(k) Consultation with other community agencies;
(L) Preventive mental health services for children and adolescents, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional, behavioral and cognitive disorders in children. As used in this paragraph:
   (A) “Early identification” means detecting emotional disturbance in its initial developmental stage;
   (B) “Early intervention services” for children at risk of later development of emotional disturbances means programs and activities for children and their families that promote conditions, opportunities and experiences that encourage and develop emotional stability, self-sufficiency and increased personal competence; and
   (C) “Primary prevention efforts” means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop; and
(m) Preventive mental health services for older adults, including primary prevention efforts, early identification and early intervention services. Preventive services should be patterned after service models that have demonstrated effectiveness in reducing the incidence of emotional and behavioral disorders and suicide attempts in older adults. As used in this paragraph:
   (A) “Early identification” means detecting emotional disturbance in its initial developmental stage;
   (B) “Early intervention services” for older adults at risk of development of emotional disturbances means programs and activities for older adults and their families that promote conditions, opportunities and experiences that encourage and maintain emotional stability, self-sufficiency and increased personal competence and that deter suicide; and
   (C) “Primary prevention efforts” means efforts that prevent emotional problems from occurring by addressing issues early so that disturbances do not have an opportunity to develop.
(4) A community mental health program shall assume responsibility for psychiatric care in state and community hospitals, as provided in subsection (3)(e) of this section, in the following circumstances:
   (a) The person receiving care is a resident of the county served by the program. For purposes of this paragraph, “resident” means the resident of a county in which the person maintains a current mailing address or, if the person does not maintain a current mailing address within the state, the county in which the person is found, or the county in which a court-committed person with a mental illness has been conditionally released.
   (b) The person has been hospitalized involuntarily or voluntarily, pursuant to ORS 426.130 or 426.220, except for persons confined to the Secure Child and Adolescent Treatment Unit at Oregon State Hospital, or has been hospitalized as the result of a revocation of conditional release.
   (c) Payment is made for the first 60 consecutive days of hospitalization.
   (d) The hospital has collected all available patient payments and third-party reimbursements.
   (e) In the case of a community hospital, the authority has approved the hospital for the care of persons with mental or emotional disturbances, the community mental health program has a contract with the hospital for the psychiatric care of residents and a representative of the program approves voluntary or involuntary admissions to the hospital prior to admission.
(5) Subject to the review and approval of the Oregon Health Authority, a community mental health program may initiate additional services after the services defined in this section are provided. 

(6) Each community mental health program and the state hospital serving the program’s geographic area shall enter into a written agreement concerning the policies and procedures to be followed by the program and the hospital when a patient is admitted to, and discharged from, the hospital and during the period of hospitalization.

(7) Each community mental health program shall have a mental health advisory committee, appointed by the board of county commissioners or the county court or, if two or more counties have combined to provide mental health services, the boards or courts of the participating counties or, in the case of a Native American reservation, the tribal council.

(8) A community mental health program may request and the authority may grant a waiver regarding provision of one or more of the services described in subsection (3) of this section upon a showing by the county and a determination by the authority that persons with mental or emotional disturbances in that county would be better served and unnecessary institutionalization avoided.

(9)(a) As used in this subsection, “local mental health authority” means one of the following entities:

(A) The board of county commissioners of one or more counties that establishes or operates a community mental health program;

(B) The tribal council, in the case of a federally recognized tribe of Native Americans that elects to enter into an agreement to provide mental health services; or

(C) A regional local mental health authority comprising two or more boards of county commissioners.

(b) Each local mental health authority that provides mental health services shall determine the need for local mental health services and adopt a comprehensive local plan for the delivery of mental health services for children, families, adults and older adults that describes the methods by which the local mental health authority shall provide those services. The purpose of the local plan is to create a blueprint to provide mental health services that are directed by and responsive to the mental health needs of individuals in the community served by the local plan. A local mental health authority shall coordinate its local planning with the development of the community health improvement plan under ORS 414.627 by the coordinated care organization serving the area. The Oregon Health Authority may require a local mental health authority to review and revise the local plan periodically.

(c) The local plan shall identify ways to:

(A) Coordinate and ensure accountability for all levels of care described in paragraph (e) of this subsection;

(B) Maximize resources for consumers and minimize administrative expenses;

(C) Provide supported employment and other vocational opportunities for consumers;

(D) Determine the most appropriate service provider among a range of qualified providers;

(E) Ensure that appropriate mental health referrals are made;

(F) Address local housing needs for persons with mental health disorders;

(G) Develop a process for discharge from state and local psychiatric hospitals and transition planning between levels of care or components of the system of care;

(H) Provide peer support services, including but not limited to drop-in centers and paid peer support;

(I) Provide transportation supports; and
(J) Coordinate services among the criminal and juvenile justice systems, adult and juvenile corrections systems and local mental health programs to ensure that persons with mental illness who come into contact with the justice and corrections systems receive needed care and to ensure continuity of services for adults and juveniles leaving the corrections system.

(d) When developing a local plan, a local mental health authority shall:

(A) Coordinate with the budgetary cycles of state and local governments that provide the local mental health authority with funding for mental health services;

(B) Involve consumers, advocates, families, service providers, schools and other interested parties in the planning process;

(C) Coordinate with the local public safety coordinating council to address the services described in paragraph (c)(J) of this subsection;

(D) Conduct a population based needs assessment to determine the types of services needed locally;

(E) Determine the ethnic, age-specific, cultural and diversity needs of the population served by the local plan;

(F) Describe the anticipated outcomes of services and the actions to be achieved in the local plan;

(G) Ensure that the local plan coordinates planning, funding and services with:

(i) The educational needs of children, adults and older adults;

(ii) Providers of social supports, including but not limited to housing, employment, transportation and education; and

(iii) Providers of physical health and medical services;

(H) Describe how funds, other than state resources, may be used to support and implement the local plan;

(I) Demonstrate ways to integrate local services and administrative functions in order to support integrated service delivery in the local plan; and

(J) Involve the local mental health advisory committees described in subsection (7) of this section.

(e) The local plan must describe how the local mental health authority will ensure the delivery of and be accountable for clinically appropriate services in a continuum of care based on consumer needs. The local plan shall include, but not be limited to, services providing the following levels of care:

(A) Twenty-four-hour crisis services;

(B) Secure and nonsecure extended psychiatric care;

(C) Secure and nonsecure acute psychiatric care;

(D) Twenty-four-hour supervised structured treatment;

(E) Psychiatric day treatment;

(F) Treatments that maximize client independence;

(G) Family and peer support and self-help services;

(H) Support services;

(I) Prevention and early intervention services;

(J) Transition assistance between levels of care;

(K) Dual diagnosis services;

(L) Access to placement in state-funded psychiatric hospital beds;

(M) Precommitment and civil commitment in accordance with ORS chapter 426; and
(N) Outreach to older adults at locations appropriate for making contact with older adults, including senior centers, long term care facilities and personal residences.

(f) In developing the part of the local plan referred to in paragraph (c)(J) of this subsection, the local mental health authority shall collaborate with the local public safety coordinating council to address the following:

(A) Training for all law enforcement officers on ways to recognize and interact with persons with mental illness, for the purpose of diverting them from the criminal and juvenile justice systems;

(B) Developing voluntary locked facilities for crisis treatment and follow-up as an alternative to custodial arrests;

(C) Developing a plan for sharing a daily jail and juvenile detention center custody roster and the identity of persons of concern and offering mental health services to those in custody;

(D) Developing a voluntary diversion program to provide an alternative for persons with mental illness in the criminal and juvenile justice systems; and

(E) Developing mental health services, including housing, for persons with mental illness prior to and upon release from custody.

(g) Services described in the local plan shall:

(A) Address the vision, values and guiding principles described in the Report to the Governor from the Mental Health Alignment Workgroup, January 2001;

(B) Be provided to children, older adults and families as close to their homes as possible;

(C) Be culturally appropriate and competent;

(D) Be, for children, older adults and adults with mental health needs, from providers appropriate to deliver those services;

(E) Be delivered in an integrated service delivery system with integrated service sites or processes, and with the use of integrated service teams;

(F) Ensure consumer choice among a range of qualified providers in the community;

(G) Be distributed geographically;

(H) Involve consumers, families, clinicians, children and schools in treatment as appropriate;

(I) Maximize early identification and early intervention;

(J) Ensure appropriate transition planning between providers and service delivery systems, with an emphasis on transition between children and adult mental health services;

(K) Be based on the ability of a client to pay;

(L) Be delivered collaboratively;

(M) Use age-appropriate, research-based quality indicators;

(N) Use best-practice innovations; and

(O) Be delivered using a community-based, multisystem approach.

(h) A local mental health authority shall submit to the Oregon Health Authority a copy of the local plan and revisions adopted under paragraph (b) of this subsection at time intervals established by the Oregon Health Authority. [1961 c.706 §40; 1973 c.639 §3; 1981 c.750 §3; 1985 c.740 §17; 1987 c.903 §37; 1991 c.777 §2; 1995 c.79 §219; 2001 c.899 §1; 2003 c.553 §5; 2003 c.782 §1; 2005 c.22 §297; 2005 c.691 §2; 2007 c.70 §230; 2009 c.595 §508; 2009 c.856 §§14,23; 2011 c.720 §§171,172; 2012 c.37 §101; 2013 c.640 §§3,4]
ORS 431.415 Duties of governing bodies of local public health authorities; fee schedules. (1) Subject to the availability of funds paid pursuant to ORS 431.380, each governing body of a local public health authority shall:
   (a) In collaboration with the local public health administrator appointed under ORS 431.418, develop public health policies and goals for the local public health authority;
   (b) Adopt ordinances and rules necessary for the local public health authority to administer ORS 431.001 to 431.550 and 431.990, any other public health law of this state and any other public health matter not expressly preempted by a law of this state;
   (c) Adopt civil penalties for violations of ordinances and rules adopted under paragraph (b) of this subsection, provided that any civil penalty adopted under this paragraph is for an amount that does not exceed $1,000 per violation per day;
   (d) Review and make recommendations on the local public health modernization plan adopted under ORS 431.413; and
   (e) Monitor the progress of the local public health authority in meeting statewide and local public health goals, including progress in applying the foundational capabilities established under ORS 431.131 and implementing the foundational programs established under ORS 431.141.

(2) The governing body of a local public health authority shall adopt ordinances and rules necessary to carry out the duties of the local public health authority under subsection (1) of this section. The governing body of a local public health authority may not adopt an ordinance or rule or policy that is inconsistent with or less strict than a provision of ORS 431.001 to 431.550 and 431.990 or any other public health law of this state, or that is inconsistent with or less strict than a rule adopted under ORS 431.001 to 431.550 and 431.990 or any other public health law of this state.

(3) The governing body of a local public health authority may adopt schedules of fees for public health services that are reasonably calculated to not exceed the cost of the services performed. The local health department shall charge fees in accordance with the schedule or schedules adopted. [1961 c.610 §6; 1973 c.829 §22; 1977 c.582 §27; 2009 c.595 §562; 2015 c.736 §26]
Attachment C
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

RECITALS

A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information ("EPHI") in the performance of its obligations under the Agreement; and

B. County operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and

C. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and 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”); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement pursuant to this Business Associate/Qualified Service Organization Agreement (“BAA”); and

D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, 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 their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this BAA. Capitalized terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this BAA, Part 2, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this BAA), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this BAA,
CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement as amended by this BAA, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this BAA.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this BAA, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this BAA, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file), to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this BAA, to permit COUNTY to
respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

   (i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

   (ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

   (iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

   (iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

   (v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

   (vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

   (vii) For purposes of this section, the terms “Unsecured Protected Health Information” and “Breach” shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as “Discovered” in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).
(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR’s Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this BAA, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this BAA, provided that such use or disclosure would not violate Part 2, the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY’s Treatment, Services, Payment and/or Health Care Operations under Part 2, the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this BAA, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this BAA, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY’s Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to
provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this BAA. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY’s Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR’s use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY’s most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR’s compliance with the terms of this BAA and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this BAA and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This BAA shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This BAA shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the BAA is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this BAA, upon either the COUNTY’s or CONTRACTOR’s knowledge of a material breach by the other party of that party’s obligations under this BAA, the party not in breach shall either:
(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this BAA if the party in breach does not cure the breach of the terms of this BAA or end the violation within the time specified;

(2) Immediately terminate the Agreement and this BAA if the party in breach has breached a material term of this BAA and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this BAA are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this BAA, for any reason, the party in breach shall, at the other party’s option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY’s written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this BAA to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this BAA to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this BAA or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this BAA from time to time as is necessary for COUNTY to comply with the requirements of Part 2, the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this BAA shall survive the termination of the Agreement and this BAA.
(d) Interpretation; Order of Precedence. Any ambiguity in this BAA or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this BAA amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this BAA and the Agreement are to be harmonized. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this BAA) and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this BAA and are the only parties entitled to enforce its terms. Nothing in this BAA 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BAA.

(f) Successors and Assigns. The provisions of this BAA and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this BAA, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this BAA, the parties certify that they have read and understood this BAA, that they agree to be bound by the terms of this BAA and the Agreement, as amended, and that they have the authority to sign this BAA.

CONTRACTOR:                                     COUNTY:

By: _________________________________            By: _________________________________

Title: _________________________________        Title: _________________________________

Date: _________________________________         Date: _________________________________
Attachment D
Scope of Services
Community Prevention and Wellness

Yamhill County HHS Community Prevention and Wellness Coordinator will coordinate, oversee and track the Yamhill CCO Community Prevention and Wellness Board Committee (CPW) Plan. The comprehensive population-based plan for wellness for Yamhill community members will outline recommendations for strategy and options for resource allocation with the principle goal to improve long term population health. Specific tasks to be overseen by the CPW Coordinator include:

1. Assessment of current prevention and wellness activities and the scientific research supporting interventions and strategies.
2. Assessment of current financial resources supporting such activities, including where funding originates and total costs per program.
3. Study other models for community health and wellness, including both organizational and programmatic approaches.
4. Identification of best practices that are currently available in other community settings.
5. Development of strategies for improved prevention and wellness activities at every developmental phase for Yamhill community members, including both individual and population-based intervention.
6. Tracking of intermediate outcomes, programmatic and health indicators, return on investment, and overall community health improvement.
Attachment E
Scope of Services
Needle/Syringe Exchange

Partner or partner agencies will establish a minimum of one fixed location in the city of McMinnville for sharps/needle/syringe disposal and syringe distribution to promote use of clean needle/syringes and provide safe and appropriate disposal of needle/syringes. Partner or partner agencies will provide outreach via a mobile unit for all incorporated cities in the County, which includes Amity, Carlton, Dayton, Dundee, Lafayette, McMinnville, Newberg, Sheridan, Willamina and Yamhill. Partner will provide 1.0 full time equivalent (FTE) of a certified peer support specialist Certified Recovery Mentor.

Services will include:

- Peer to peer outreach and engagement
- Provide needle/syringes/ syringes on a one-for one basis (i.e., one clean syringe for one used syringe) Needle/syringe exchange at a minimum of one fixed location In McMinnville
- Operate the mobile unit at a minimum of one time per week including any additional locations identified in McMinnville outside of the fixed location
- Assist Yamhill County Public Health with reportable disease notification and contact follow up
- Support and facilitate those needing disease testing and treatment to access care
- Referral for services including housing, treatment, safe shelter for victims of domestic violence, healthcare services, etc.
- The service provider shall stop and leave the area if signs of drug use, drug paraphernalia (besides used syringes) or the selling of drugs is noticed
- Collect data as required for program evaluation
- Mandatory reporting for abuse and neglect as defined by Oregon law
Attachment F
Compensation

Rates below reflect the amounts YCCO is to pay to HHS effective 1/1/2020. These amounts include:

1. CHA/CHIP payment in the amount of $51,459 for .5 full time equivalent (FTE) Health Educator position that YCHHS will supply as defined in Section N, 10.
2. Community Prevention and Wellness payment in the amount of $127,471 for 1.0 FTE Community Prevention Wellness position that YCHHS will supply who will be available to perform the services defined in Attachment D.
3. Needle/Syringe Exchange payment in the amount of $61,500 as defined in Attachment E.

Rates below reflect the amounts HHS is to pay to YCCO effective 1/1/2020. These amounts include:

1. YCHHS will fund two (2) percent of total premium paid in 2019 as a 2020 CPW Fund contribution after the final L reports for calendar year 2019 have been submitted.
ADMINISTRATIVE SERVICES AGREEMENT
Yamhill Community Care Organization

BETWEEN: Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department ("YHHS")

AND: Yamhill County Care Organization dba Yamhill Community Care Organization, an Oregon nonprofit public benefit corporation ("Plan")

EFFECTIVE DATE: January 1, 2020 ("Effective Date")

RECITALS

A. Plan is a Coordinated Care Organization ("CCO") contracted with the Oregon Health Authority ("OHA") to provide services pursuant to the Health Plan Services Contract serving Oregon Health Plan members in Yamhill County and in surrounding zip codes in other counties (the “CCO Agreement”).

B. The parties agree that YHHS and its subcontractors shall provide specific health plan administrative services for the Plan pursuant to the following terms and conditions.

C. This Administrative Services Agreement shall supersede all previous Mental Health and Substance Abuse Disorder Delegation Agreements and Business Associate Agreements executed between the two parties except for the Ninth Amendment effective January 1, 2020.

Now, therefore, in consideration of the mutual covenants and conditions as described herein, the parties do hereby agree as follows:

1. Term
   a. The term of this Agreement shall commence on the above Effective Date and continue for a period of twelve (12) months and shall thereafter automatically renew for successive terms of one (1) year each unless or until terminated in accordance with Section 9.
2. **YHHS Administrative Services**
   
   *a. Authorized Services:* YHHS personnel and subcontractors shall perform all the administrative services labeled as “PLAN-HHS” as set forth in Exhibits A and B.
   
   *b. Limitation of Authority*
   
   **a.** The parties understand and agree that Plan has full and final authority and responsibility to OHA for the Plan administration and its operation and compliance with all applicable laws, notice requirements, and mandatory filings. The parties also acknowledge that, notwithstanding anything to the contrary in this Agreement, Plan is ultimately responsible to OHA for compliance with the terms and conditions of the CCO Agreement and any other agreements Plan may have with third parties regarding the administration of the Plan, and for compliance with applicable federal and state laws. YHHS shall have no duty or power to act on behalf of Plan other than as expressly stated in this Agreement. The Authorized Services to be performed by YHHS shall be performed within the framework of policies, interpretations, rules, practices, procedures, and decisions made or established by Plan.
   
   **c. Cooperate with Plan Oversight**
   
   **a.** YHHS shall fully cooperate in Plan’s ongoing monitoring, oversight, and assessment of this Agreement. This cooperation shall include but not be limited to providing accurate and timely monthly reports agreed upon by both parties and attending quarterly meetings. YHHS agrees to make records promptly available to Plan upon request or as required by Section 3(b) of this Agreement and the CCO Agreement or applicable state or federal law. YHHS shall meet with Plan administrative staff on a monthly or other periodic basis as mutually agreed to by YHHS and Plan.
   
   **d. Tax Reporting and Withholding**
   
   **a.** YHHS shall be responsible for provider income and employment tax reporting and withholding obligations imposed as a result of this Agreement.
   
3. **YHHS Obligations**
   
   **a. HIPAA Administration**
   
   **a.** YHHS shall, directly or by subcontractor, fully comply with and provide administration appropriate to meet the obligations under the Health Information Technology in Economic and Clinical Health Act of 2009, Title XIII, Public Law No. 111-5 (Feb. 17, 2009) and any regulations issued thereunder and the Health Insurance Portability and Accountability Act and its implementing regulations, 45 C.F.R. part 160 and 45 C.F.R. part 164, subparts A and E, and 45 C.F.R. part 164, subpart C (collectively, “HIPAA”).
In compliance with HIPAA, the parties executed a Business Associate Agreement on January 1, 2015, which, per Recital E., will be supplanted by Exhibit D, Business Associate Agreement, and thereby incorporated into this Agreement.

b. Records

a. YHHS shall permit, to the extent allowed by law, Plan and its designee(s) at all reasonable times to have access upon ten (10) business days’ prior written notice, or sooner upon reasonable request by Plan, to books, records and other papers directly relating to the Authorized Services provided under this Agreement and all transactions between YHHS and Plan providers, Plan, and Plan members during the duration of this Agreement and for a period of ten (10) years after termination of this Agreement. Thereafter, copies such records shall, upon request, be transferred to Plan. YHHS shall permit the Oregon Health Authority, the Oregon Secretary of State, the Oregon Department of Justice, the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Comptroller General of the United States, and their duly authorized representatives, at all reasonable times and upon demand, the right to audit, evaluate, and inspect any books; contracts; computer or other electronic systems; including medical records; and documentation and other records related to Plan’s CCO Agreement. YHHS agrees to retain such books and records and allow access as required by applicable law, but in all events for a term of at least ten (10) years and agrees that the government agencies identified above have the right to inspect and audit such books and records for the later of ten (10) years beyond termination of this Agreement or until the conclusion of any governmental audit that pertains to such books or records provided that YHHS had notice of such audit prior to the expiration of such ten (10) year period. To the extent permitted by law or the applicable governmental authority, YHHS shall promptly notify Plan in the event a governmental authority listed above requests information related to the Plan or this Agreement. YHHS shall, at Plan’s request, ask the requesting authority for additional time to provide responsive materials pending any action Plan may choose to initiate to limit or enjoin the request. YHHS will provide PHI (as defined below) only as required or otherwise permitted by law.

c. Compliance with CCO Agreement

a. As part of the CCO Agreement, Plan must ensure that services are available and that benefits are administered according to the federal and state laws and Oregon administrative rules which govern the Plan. Plan shall deliver to YHHS the latest executed copy of the CCO Agreement and
any amendments or successor agreements between OHA (or a related party) and the Plan at the time of their execution. Plan shall notify YHHS concerning the requirements of the CCO Agreement and shall inform YHHS of any material correspondence with OHA or any applicable state or federal authority that in any way affects YHHS duties hereunder. YHHS will provide timely information necessary to complete reporting requirements set forth in the CCO Agreement as set forth in Exhibit A and Exhibit B. The Authorized Services performed by YHHS and its subcontractors under this Agreement shall comply with Plan’s contractual obligations under the CCO Agreement, which includes without limitation the Plan’s obligations to comply with applicable federal and state laws and Oregon administrative rules. YHHS and its subcontractors shall maintain written administrative and operational policies and procedures to administer the Plan in compliance with the CCO Agreement. YHHS agrees to allow the Plan to review YHHS policies and procedures as the Plan deems necessary to ensure compliance therewith. A copy of the YHHS policies and procedures shall be provided to Plan for review upon the Effective Date and upon any material changes but not less than annually. YHHS agrees to promptly provide Plan with written notice of material changes in its policies and procedures that have direct impact on services provided to members, providers or Plan before the changes are put into effect. Plan agrees YHHS shall have no obligation to comply with the CCO Agreement or other laws or regulations that apply to Plan except with respect to the performance of those specific Authorized Services delegated to YHHS and its subcontractors hereunder.

Without limiting the foregoing, Plan shall be solely responsible to OHA for certification of any data that determines payment or overpayment. If OHA or Plan determines that YHHS or a subcontractor has not performed its obligations under this Agreement in accordance with the terms of the CCO Agreement, Plan may terminate this Agreement in accordance with Section 9(a).

In the event that a change in law, regulation, or the CCO Agreement materially increases the cost of providing the Authorized Services, the parties agree to negotiate in good faith to determine what adjustments to the compensation payable to YHHS are necessary to ensure that YHHS is reasonably compensated for the Authorized Services. However, if after negotiating in good faith for a period of ninety (90) days, the parties cannot reach agreement on adjustments, either party may terminate this Agreement without penalty after providing one hundred eighty (180) days’ written notice.
c. **Adherence to Plan’s Policies and Procedures**
   a. YHHS and its subcontractors will comply with the Plan’s policies and procedures as such policies and procedures relate to the administration of the CCO Agreement with respect to the performance of those specific Authorized Services delegated to YHHS and its subcontractors hereunder. A copy of the Plan’s policies and procedures shall be provided to YHHS for review upon the Effective Date and upon any material changes but not less than annually. Plan agrees to promptly provide YHHS with written notice of material changes in its policies and procedures no less than thirty (30) days before the changes are put into effect; provided, however, that Plan is not required to provide thirty (30)-days’ notice when the change relates to OHA or other regulatory guidance or instruction and such guidance or instruction is not provided to Plan within thirty (30) days of the effective date of the change. In such cases, Plan shall provide notice promptly upon learning of the change. In the event that a change in the Plan’s policies or procedures materially increases the cost of providing the Authorized Services, the parties agree to negotiate in good faith to determine what adjustments to the compensation payable to YHHS are necessary to ensure that YHHS is reasonably compensated for the Authorized Services. However, if after negotiating in good faith for a period of ninety (90) days, the parties cannot reach agreement on adjustments, either party may terminate this Agreement without penalty after providing one hundred eighty (180) days’ written notice.

d. **Subcontractor Accountability**
   a. The obligations set forth in this Agreement and under the CCO Agreement shall be equally applicable to any subcontractor with which YHHS contracts to provide any of the Authorized Services. YHHS agrees to provide Plan with a copy of the portions of each subcontract relevant to the performance of Authorized Services, which will not include any pricing (other than with respect to costs passed through to Plan) or other sensitive business information.

e. **Provision of Information**
   a. YHHS shall timely provide such information in its custody or control as the Plan may reasonably request to allow the Plan to meet regulatory requirements, accreditation standards, reporting obligation, and otherwise fulfill its obligations pursuant to Section 3(c) hereof.

f. **Warranty of Eligibility to Participate in Federal Programs**
   a. YHHS hereby represents and warrants that neither YHHS nor any of its owners, employees, directors or officers, nor any of its subcontractors who will provide Authorized Services to Plan
pursuant to this Agreement (collectively “YHHS Individuals and Entities”), is presently debarred, suspended, pending debarment, declared ineligible, or otherwise excluded from participation in any federally funded health care program, including Medicare and Medicaid. YHHS will monthly check the List of Excluded Individuals and Entities to ensure that no YHHS Individuals and Entities have been listed as excluded from participation in federal health care programs. YHHS hereby agrees to immediately notify Plan of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid, that affects any such YHHS Individuals or Entities providing Authorized Services hereunder.

d. Representations and Warranties of YHHS.

YHHS represents, warrants, and covenants to Plan that:

a. In providing and performing the Authorized Services, YHHS and its subcontractors shall use commercially reasonable efforts to perform YHHS duties under this Agreement in a competent and workmanlike manner and in accordance with the professional standards reasonably expected from an experienced health plan administrator.

4. Compensation

a. Compensation

   a. Plan shall pay YHHS the compensation set forth in Exhibit C for the services set forth in Exhibits A and B.

b. Taxes

   a. Each party is responsible for taxes that are applicable to that party.

c. Payment Upon Termination

   a. Upon termination of this Agreement, any fees accrued up to the date of termination shall become due and payable within thirty (30) days from the date of termination.

d. Legal Actions

   a. To the extent permitted by law or the applicable government agency, each party shall advise the other in writing by email, facsimile or by overnight express mail immediately, but no later than five (5) days, after it receives notice or knowledge of any matters involving legal actions or claims against either party that relate to the Authorized Services provided to Plan under this Agreement.

5. Plan Obligations

a. Oversight
a. Plan shall oversee the administration of the CCO Agreement and shall be responsible to OHA for complying with all requirements of the Oregon Health Authority and the Centers for Medicare & Medicaid Services.

b. Plan Performed Services
   a. Plan shall work in conjunction with YHHS to perform services outlined in Exhibit A and B labeled “PLAN” or “PLAN - ASP.”
   b. Upon YHHS request, Plan shall provide YHHS with all information that is reasonably necessary to enable YHHS to perform or comply with its obligations under this Agreement. YHHS shall not be responsible for any failure to perform its obligations if such failure is the result of Plan’s inability or failure to provide the information required to perform or comply with those obligations.

c. Compliance with Laws
   a. Plan shall take all actions necessary to assure compliance with all applicable provisions of the CCO Agreement and all applicable state and federal laws.

6. Relationship of the Parties
   a. YHHS is an independent contractor. Nothing in this Agreement shall create, or be construed to create, the relationship of principal and agent, or the relationship of partnership or joint venture. Plan’s agents, officers, or employees shall not be considered or construed to be employees of YHHS. YHHS agents, officers, and employees likewise shall not be considered or construed to be employees of Plan.

7. Indemnification
   a. YHHS and Plan each agree to defend, indemnify and hold harmless the other, including the other’s officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all third party claims, demands, enforcement proceedings, law suits, losses, damages and expenses, including attorney’s fees or penalties, arising out of or that are caused or occasioned by its own negligent act or omission in performance of its duties or obligations under this Agreement. This indemnity requirement shall survive termination of this Agreement.
   b. Notwithstanding anything contrary in this Agreement, YHHS shall not be liable to Plan, via indemnification or otherwise, for claims, demands, enforcement proceedings, lawsuits, losses, damages or expenses that occur based on YHHS good faith reliance on the accuracy and truthfulness of information received from third parties, including but not limited to the Plan, Plan members, or health care providers.
c. Plan shall further indemnify and hold harmless YHHS, including its officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all claims made by current or former Plan members or beneficiaries, or their counsel on their behalf, arising out of the provision of the Authorized Services or any other administrative services (“Beneficiary Claim”) provided, however, that Plan shall not have a duty to indemnify under this section if and to the extent the cause of the Beneficiary Claim was due to YHHS failure to perform Authorized Services in accordance with the terms of this Agreement including without limitation the requirements set forth in Section 5(c).

8. Insurance

a. During the term of this Agreement, and during any Run-Out period pursuant to Section 9 (Effect of Termination), each party shall procure and maintain in force, at its own expense, the following coverage:

   a. Liability Insurance: Insurance necessary to insure it and its employees, contractors, agents, shareholders, directors and officers against any claim for damages arising out of the performance of this Agreement. Such insurance shall have minimum liability limits of $1,000,000 per claim and $3,000,000 in the aggregate.

   b. Liability Umbrella: $2,000,000 per claim and $2,000,000 in the aggregate.

   c. Workers’ Compensation Insurance: For its employees, to the extent required under Oregon law as amended.

   d. Professional Liability (Errors and Omissions): Such insurance shall have minimum liability limits of $2,000,000 per claim and $4,000,000 in the aggregate.

   e. Crime (Employee Dishonesty): Such insurance shall have minimum liability limits of $1,000,000 per claim and $1,000,000 in the aggregate.

   f. Directors and Officers; Employment Practices; Fiduciary: Such insurance shall have minimum liability limits of $1,000,000 per claim and $1,000,000 in the aggregate.

   g. Privacy/Security (Cyber): Insurance necessary to insure it and its employees, contractors, agents, shareholders, directors and officers against any claim for data/privacy breaches, IT network security, and media and electronic content. Such insurance shall have minimum liability limits of $4,000,000 per claim and $4,000,000 in the aggregate.

b. As evidence of the insurance coverage required under this Agreement, each party shall furnish acceptable insurance certificates to the other party before the Effective Date and annually thereafter. The certificates shall specify all of the parties who are additional insureds and shall indicate all deductible amounts or retentions for all self-insurance. Insuring companies shall be authorized to sell
insurance in the State of Oregon. Plan shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

9. **Termination**
   
   a. **For Cause**
   
   If either party commits a material breach of this Agreement, the adversely affected party shall have the right to terminate this Agreement if the failure is not cured within thirty (30) days (or such time frame as agreed to by the parties) after written notice describing the failure is provided to the other party. If the matter alleged to be in default is not one which, by its nature, can be cured within thirty (30) days, then that party shall have a reasonable length of time, as judged by the nature of the matter, to cure the default; provided, however, that the party must have commenced its efforts to cure within a reasonable time and must diligently pursue its efforts to cure.

   b. **Without Cause**
   
   YHHS may terminate this Agreement without cause by providing written notice specifying a termination date no earlier than one hundred and eighty (180) days after the date such notice is received by the Plan. Plan may upon one hundred and eighty (180) days’ prior notice to YHHS, terminate this Agreement without cause as of any date after three hundred and sixty-five (365) days after the Effective Date of this Agreement.

   c. **Effect of Termination:**
   
   Except for the following and as otherwise provided in this Agreement, all duties and obligations of Plan and YHHS shall cease upon termination of this Agreement.
   
   a. YHHS shall furnish to Plan all documents and all records related to the Plan and its members, in magnetic, electronic, or other transferable form acceptable to Plan, provided that YHHS will be entitled to retain copies of documents and records as required to comply with the terms of this Agreement and applicable law. Plan shall reimburse YHHS for any extraordinary expenses incurred for services requested by Plan in writing over and above those necessary to affect an orderly transfer of services.

   b. Upon expiration or termination of this Agreement for any reason, at the election of Plan, YHHS shall, at Plan’s request, continue to provide Authorized Services under this Agreement for up to three hundred and sixty-five (365) days. During the Run-Out Period, YHHS shall complete the processing of all encountered claims for benefits under this Agreement which are received by YHHS prior to termination of the Agreement and which are due and payable. During the Run-Out Period, Plan shall pay no more than current
rates as set forth in this Agreement. Following termination of this Agreement and the Run-Out Period, or such earlier date as requested by Plan, YHHS shall surrender to Plan the encountered claim records on claims for which YHHS disbursed payment immediately prior to such termination and the Run-Out Period.

c. Any additional services to be rendered by YHHS and its subcontractors after termination of this Agreement, including compensation for such services, shall be as mutually agreed by the parties in writing.

d. Plan shall continue to be liable for all benefit claims.

e. Notwithstanding anything to the contrary in this Agreement, upon the expiration or termination of this Agreement (or any Schedule or Exhibit) for any reason, upon Plan’s request, YHHS shall provide assistance and data for a mutually agreed upon charge as reasonably required by Plan to transfer the Authorized Services to Plan or to a successor service provider (collectively “Termination Assistance Services”). For clarity, any Termination Assistance period will be an extension of the then current term, provided however that YHHS and Plan will mutually agree in writing on the terms and conditions of any such extension of the then current term in order to effectuate the Termination Assistance Services during the Termination Assistance period.

d. **Survival**

   a. This Section 9 shall survive termination of this Agreement.

10. **Business Records Access and Audit Rights; Confidential Information**

   a. **Access**

      a. Subject to the provisions of this paragraph, Plan may audit YHHS compliance with its obligations under this Agreement to confirm that proper accuracy and service levels are being performed and that there is adequate compliance with regulatory processes and procedures, including those of YHHS subcontractors. YHHS shall supply Plan with access to information acquired or maintained by YHHS in performing services under this Agreement. YHHS shall be required to supply information in its possession which is deemed reasonably necessary by Plan for Plan to administer the CCO Agreement. Plan shall be entitled to use such information in order to conduct Plan business including to satisfy its reporting obligations under the CCO Agreement. Notwithstanding the foregoing, and except as otherwise required by law enforcement or legal authority, if YHHS marks any information requested by Plan as confidential or proprietary, Plan will keep such information confidential except to the extent Plan is required to provide such information to federal or state regulators.
b. Additional Audits
   a. For any additional audit requests outside the scope of the requirements within this Agreement, the Plan shall give YHHS prior written notice of its intent to perform such an audit and its need for such information. These audits and information disclosure shall occur at a reasonable time and place and YHHS shall not be responsible for Plan’s expenses in performing the audit.

c. Independent Audits
   a. YHHS will participate in and assist Plan with any OHA audits that include audit of Authorized Services. YHHS shall not be responsible for Plan’s expenses in responding to the OHA audit. In addition, YHHS shall undergo an annual audit by independent auditor(s) for corporate controls according to, at a minimum, SSAE 16 (SOC 1, Type 1) audit protocol (or another mutually acceptable YHHS expenses in commissioning this audit. YHHS shall provide a copy of the annual audit report to the Plan.

d. Confidential Information

The Mutual Confidentiality Agreement between YHHS and the Plan dated January 1, 2015 applies to this Agreement and is incorporated herein.

11. Disputes
   a. The parties shall in good faith attempt to resolve any dispute arising out of or related to this Agreement by negotiation for 30 days, or, if the parties agree, through mediation before a mutually-acceptable mediator.
   b. If any dispute is not resolved by negotiation or mediation, the dispute may, upon the written request of either party, be submitted to binding arbitration to be conducted in accordance with Oregon Revised Statutes, Chapter 36 and Uniform Trial Court Rules, Chapter 13. If the parties cannot mutually agree on a single arbitrator within ten (10) days after receipt of the notice, they shall within ten (10) days each appoint one arbitrator, and the two (2) so appointed arbitrators shall agree on a third arbitrator to hear arguments and make a decision. If the two (2) selected arbitrators cannot agree on a third arbitrator, the parties shall request that the Presiding Judge of Yamhill County appoint an arbitrator with knowledge of the subject matter to act as the third arbitrator. Arbitration shall be held in Yamhill County, Oregon unless the parities mutually agree to another site. The decision of the arbitrator shall be final and binding, and judgment on any award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party shall pay an equal share of the costs of the arbitration services, but shall otherwise pay its own costs and expenses of
participation. This dispute resolution process is the sole means for resolving disputes arising out of, related to, or interpreting this Agreement.

12. **Assignment**
   
   a. No assignment of this Agreement by either party shall be valid without the prior written consent of the other party. Any attempted assignment in contravention of this Section shall be null and void.

13. **Notice**
   
   a. All notices required by this Agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below:

   **If to YHHS:**
   Yamhill County Health and Human Services Department
   627 NE Evans Street
   McMinnville, OR 97128

   **If to Plan:**
   Yamhill Community Care Organization
   807 NE Third Street
   McMinnville, Oregon 97128

   b. Notice shall be deemed given for all purposes upon receipt, when personally delivered; one (1) day after being sent, when sent by recognized overnight courier service; two (2) days after deposit in United States mail, postage prepaid, registered or certified mail, or email. Any party may designate a different mailing address for all future notices by notice given in accordance with this paragraph. In addition, each party will provide a courtesy copy by email to the CEO or Director of the other party of any notice provided under this Agreement.

14. **Compliance with Laws**
   
   a. The parties intend the terms of this Agreement and their relationship to comply with all applicable laws, ordinances and regulations and the CCO Agreement. Further, during the term of and with respect to their performance under this Agreement each party shall remain in compliance with all applicable laws, ordinances and regulations. This Agreement shall be deemed amended to conform to any change in applicable laws or regulations which affect the provisions of the Agreement. The amendment shall be effective on the date such change becomes effective.

15. **Limitation of Liability**

   EXCEPT AS OTHERWISE EXPRESSLY AGREED IN THIS AGREEMENT OR ITS EXHIBITS, NEITHER PARTY, NOR ANY OF
ITS SUBSIDIARIES, AFFILIATES, FACILITIES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, WILL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR OTHER INDIRECT DAMAGES, LOSSES, OR EXPENSES OR FOR LOSS OF OR CORRUPTION OF DATA, LOST PROFITS, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY. THIS LIMITATION APPLIES TO ANY LIABILITY, INCLUDING LIABILITY ARISING IN TORT OR CONTRACT, AND EVEN IF THE PARTY HAS BEEN ADVISED IN ADVANCE OR IS AWARE OF THE POSSIBILITY OF THAT LIABILITY. EACH PARTY’S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE GREATER OF (I) FEES ACTUALLY RECEIVED BY YHHS FOR THE SPECIFIC SERVICE RENDERED AND PAID UNDER THE AGREEMENT, OR (II) ONE MILLION DOLLARS ($1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE LIMITATIONS ON THE TYPES OR AMOUNT OF LIABILITY OF A PARTY HEREUNDER SHALL NOT APPLY TO: (I) THE PARTIES’ INDEMNIFICATION OBLIGATIONS; (II) BREACH OF THE BAA; (III) A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; (IV) FEES OWED TO YHHS; (V) MISAPPROPRIATION OF YHHS INTELLECTUAL PROPERTY RIGHTS; OR (VI) BODILY INJURY, DEATH OR TANGIBLE PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY HEREUNDER.

16. Modification
   a. No modification of this Agreement, including the attached Exhibits shall be valid unless in writing and signed by all of the parties. As between the parties, no terms and conditions contained in an electronic notification shall be of force or effect.

17. Integration
   a. This Agreement including its Exhibits and Schedules constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties with respect to the subject matter contained herein.

18. Interpretation
   a. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the
paragraphs themselves. This Agreement shall not be construed against the
drafting party.

19. Severability
   a. If any provision of this Agreement is held by a court of competent
      jurisdiction or applicable state or federal law and its implementing
      regulations to be invalid, void or unenforceable, the remaining provisions
      shall nevertheless continue in full force and effect unless the invalidity
      substantially modifies the benefit of this contract to either party.

20. Waiver
   a. Waiver by any party of strict performance of any provision of this
      Agreement shall not be a waiver of or prejudice any party’s right to
      require strict performance of the same provision in the future or of any
      other provision. Effective waivers of any provision of this Agreement
      must be set forth with specificity in writing and signed by the waiving
      party.

21. Binding Effect
   a. Subject to restrictions in this Agreement upon assignment, this Agreement
      shall be binding on and inure to the benefit of the heirs, legal
      representatives, successors, and assigns of the parties.

22. Governing Law
   a. To the extent not preempted by Federal law, this Agreement shall be
      interpreted and enforced according to the laws of the State of Oregon,
      without regard to choice of law analysis.

23. Third-Party Beneficiaries
   a. This Agreement creates no third party rights or obligations between
      YHHS and any Plan member or beneficiary. It is understood and agreed
      that such persons are not, and shall in no event be deemed, third party
      beneficiaries of this Agreement and that no privity of contract shall exist
      between such persons and YHHS.

24. Force Majeure
   a. Neither Plan nor YHHS shall be held responsible for delay or default
      directly caused by fire, riot, war, major disaster, epidemic, or acts of God
      (each a “Force Majeure Event”) which are beyond either Plan’s or YHHS
      reasonable control, provided that the non-performing party was without
      fault in causing or failing to prevent the occurrence of such event, and
      such event could not have been circumvented through the use of alternate
      procedures or methods reasonably available to such party. Plan or YHHS
      shall, as applicable, make all reasonable efforts to remove or eliminate
      such cause of delay or default and shall, upon cessation of the cause,
diligently pursue performance obligations under this Agreement; provided, however, that (i) Plan is not responsible for payment obligations during any period that YHHS is prevented from providing the Authorized Services as a result of a Force Majeure Event; and (ii) Plan shall have the right to immediately terminate this Agreement under Subsection 9.a.ii of this Agreement in the event that YHHS is prevented from providing the Authorized Services for a period of thirty (30) consecutive days, and Plan shall have no continuing obligation to pay fees for the Authorized Services after the effective date of termination. Each party shall give the other party prompt written notice if any Force Majeure Event is reasonably likely to cause an interruption in the party’s ability to perform, and the anticipated duration of such interruption. Notwithstanding anything in this Agreement, YHHS shall have a Disaster Recovery Plan that is reasonably acceptable to Plan.

25. **Counterparts**
   
   a. This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement, even though all parties do not sign the same counterpart.

26. **Exhibits**

   a. All Exhibits referred to in this Agreement and Schedules attached thereto shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If there is a conflict between the terms of this Agreement and the terms of any Exhibit, the terms of the Exhibit shall prevail as to the matter covered by the Exhibit.

[Signature page follows]
NOW, THEREFORE, the Parties hereto have caused this Agreement to be executed on the dates indicated below.

**Yamhill County, Oregon**

By: __________________________
Name (printed) __________________________
Title: __________________________
Dated: __________________________

**Yamhill Community Care Organization, Inc.**

By: __________________________
Name (printed) __________________________
Title: __________________________
Dated: __________________________

By: __________________________
Name (printed) __________________________
Title: __________________________
Dated: __________________________

**FORM APPROVED BY:**

By: __________________________
Name (printed) __________________________
Title: __________________________
Dated: __________________________
EXHIBIT A

ASSIGNMENT OF ADMINISTRATIVE SERVICES

YHHS shall perform all Authorized Services assigned to YHHS in the chart below as those services are further defined in Exhibit B. YHHS and its subcontractors shall provide, at their sole expense, all personnel, facilities and equipment required to enable YHHS and its subcontractors to perform all assigned processes and functions according to OHA and Plan specifications. YHHS subcontractors shall perform all authorized services assigned to subcontractors by YHHS in the chart below as those services are further defined in Exhibit B. YHHS and its subcontractors are responsible for establishing and maintaining the configuration of systems enabling the Authorized Services and updating underlying data as and when required.

The Authorized Services shall be assigned as follows and as specified in Exhibit B, Definition of Administrative Services:

A. YHHS: Represents the outsource of the service to YHHS
B. PLAN-HHS: Represents Plan purchased administrative services from YHHS
C. PLAN: Represents Plan performing the service without the assistance of YHHS
D. PLAN - ASP: Represents the Plan performing the service within CIM platform
E. YCHHS: Represents Plan provider agreement with YHHS

<table>
<thead>
<tr>
<th>ADMINISTRATIVE SERVICES*</th>
<th>ASSIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Member Services</strong></td>
<td></td>
</tr>
<tr>
<td>Customer Service</td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Mailings</td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Grievances (Document)</td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td><strong>Medical Management Services</strong></td>
<td></td>
</tr>
<tr>
<td>Authorization Management</td>
<td>PLAN – ASP</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Referral Management</td>
<td>PLAN – ASP</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Authorization Entry</td>
<td>PLAN – ASP</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Referral Entry</td>
<td>PLAN – ASP</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Mailings</td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Appeals (Document)</td>
<td>PLAN – ASP</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Appeals (Review)</td>
<td>PLAN – ASP</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Claims Processing Services</td>
<td></td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Appeals (Review)</td>
<td>PLAN-ASP</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td><strong>Data and Reporting</strong></td>
<td></td>
</tr>
<tr>
<td>Service Level Reporting</td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>SUBCONTRACTOR Functions</td>
<td>PLAN</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td></td>
<td>YCHHS</td>
</tr>
<tr>
<td>Data Extracts</td>
<td>YHHS</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
<tr>
<td>Vendor Exports</td>
<td>YHHS</td>
</tr>
<tr>
<td></td>
<td>PLAN-HHS</td>
</tr>
</tbody>
</table>

*All Administrative Services shall be fully implemented by January 1, 2020.*
EXHIBIT B

DEFINITION OF ADMINISTRATIVE SERVICES

1. Member Services
   a. Customer Service - The management of the direct interactions of members with the Plan related to inbound phone inquiries, outbound phone contact, inbound faxes, inbound emails, and walk-ins. YHHS responsible for providing call center applications that support the retrieval of information on members, providers, claims and authorizations.
   b. Mailings - The transmission of written correspondence of member materials including handbooks, provider directories, notifications of change, and other plan developed materials. Includes the printing, preparation, and postage metering of those materials.
   c. Grievances - The collaborative management and resolution of complaints and issues received by customer service or any Plan department, delegated entity or vendor. YHHS shall be responsible for and administer the documentation aspect of Member grievances, and shall be responsible for and administer all aspects of Member appeals other than the final decision to uphold or reverse a coverage decision. YHHS will forward final appeals to the Plan, along with its recommendation regarding upholding or reversing a clinical appeal, and the Plan shall review and inform YHHS of its decision. YHHS shall promptly forward any appeal or grievance it receives directly from or on behalf of a member to the Plan along with the necessary information for review.

2. Medical Management Services
   a. Authorization Management - The capture of information necessary to make the determination of the approval or denial for prior authorization requests received from providers for members of the Plan.
   b. Referral Management - The capture of information necessary to make the determination of the approval or denial for referral requests from providers for members of the Plan.
   c. Authorization Entry - The entry of prior authorization requests into the system as requested by providers – i.e. requested by paper/fax and other than those entered directly by providers within the Provider Portal.
   d. Referral Entry - The entry of referral requests into the system as requested by providers – i.e. requested by paper/fax and other than those entered directly by providers within the Provider Portal.
   e. Mailings - The transmission of the physical correspondence related to requests for prior authorization or referrals.
   f. Appeals - The collaborative performance of the processes necessary to evaluate provider appeals and reconsiderations of prior authorization and referral requests. YHHS shall be responsible for provider clinical reconsiderations regarding Medical / Utilization Management, and shall
administer these reconsiderations in the same manner as member appeals and grievances outlined above. YHHS shall promptly forward any provider reconsideration it receives to the Plan along with the necessary information for review.

3. **Claims Processing Services**
   a. **Appeals** - The collaborative performance of the processes necessary to evaluate provider appeals and reconsiderations of prior authorization and referral requests. YHHS shall be responsible for provider clinical reconsiderations regarding Medical / Utilization Management, and shall administer these reconsiderations in the same manner as member appeals and grievances outlined above. YHHS shall promptly forward any provider reconsideration it receives to the Plan along with the necessary information for review.

4. **Data and Reporting**
   a. **SUB-CONTRACTOR Functions** – Performance and delivery of reports related to functions assigned and performed by the YHHS as specified in Exhibit A of this contract and YHHS specific subcontracted contracts.
   b. **Data Extracts** - The extraction and transmission of data captured and stored within YHHS systems. **Vendor Exports** - The creation of data exports for enrollment, premium, claims, authorizations and other administrative data necessary for the Plan’s vendors to perform their delegated services. If assigned to the YHHS, exports restricted to information available within the YHHS’s systems and data available from OHA.
EXHIBIT C

COMPENSATION


YHHS shall bill the Plan for the month of service no later than the 20th of the following month. Membership counts to be calculated by the YHHS based on membership for the 15th of the service month. Plan to be responsible for verification of membership counts. Plan will pay invoiced amounts within 30 days after YHHS has invoiced Plan. In the event Plan identifies a discrepancy between YHHS’s Membership count and Plan’s Membership count, Plan shall notify YHHS and the parties shall use all reasonable efforts to resolve the discrepancy and make applicable invoice adjustments within 30 days from the notice to YHHS of the discrepancy.

The Plan and YHHS will work together to develop appropriate Service Level measures for calendar year 2021.
EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between, Yamhill Community Care Organization ("Subscriber") and Performance Health Technology, Ltd., an Oregon corporation ("Business Associate") to set forth the terms and conditions under which protected health information ("PHI") and electronic protected health information ("EPHI"), as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, and regulations enacted thereunder (collectively, "HIPAA"), may be used and disclosed by Business Associate on behalf of Subscriber. Subscriber and Business Associate have entered or will enter into one or more written agreements, including an Administrative Services Agreement (the "Services Agreement") under which Business Associate provides certain services to Subscriber ("Services") involving the creation, receipt, maintenance or transmission of PHI and EPH.

1. Definitions. All capitalized terms used but not otherwise defined herein, shall have the same meaning as such terms are defined by the HIPAA Privacy Rule ("Privacy Rule") and HIPAA Security Rule ("Security Rule") at 45 C.F.R. Parts 160 and 164 and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), as incorporated in the American Recovery and Reinvestment Act of 2009, and any implementing regulations thereunder. For purposes of this Agreement, PHI and EPHI are limited to that PHI and EPHI created or received by Business Associate in its capacity as a business associate within the meaning of 45 C.F.R. § 164.502(e) for and on behalf of Subscriber. The term “Individual” shall have the meaning given in 45 C.F.R. § 160.103 and shall also include such individual’s authorized personal representative in accordance with 45 C.F.R. § 164.502(g).

2. Permitted Uses and Disclosures by Business Associate. Subscriber and Business Associate hereby agree that except as otherwise limited by this Agreement, Business Associate may use and disclose PHI created, received, maintained or transmitted on behalf of Subscriber in the following manner:

a. Use and Disclosure Generally. Business Associate may use or disclose PHI and EPHI for purposes of the Services Agreement and to perform the Services, provided that such use or disclosure:

i. would not violate the Privacy Rule if done by Subscriber, except as specified in Section 2(B) and (C) below; and

ii. is consistent with the Minimum Necessary policies applicable under this Agreement.
b. Other Permitted Uses. Business Associate may use PHI and EPHI it creates, receives, maintains, or transmits on behalf of Subscriber if necessary:
   
   i. for the proper management and administration of Business Associate;
   
   ii. to carry out the legal responsibilities of the Business Associate; or
   
   iii. to provide Data Aggregation services related to the Health Care Operations of Subscriber.
   
   c. Other Permitted Disclosures. Business Associate may disclose PHI and EPHI it creates, receives, maintains, or transmits on behalf of Subscriber to a third party for the proper management and administration of Business Associate or to carry out Business Associate’s legal responsibilities, provided that such disclosure is:
   
   i. Required by Law; or
   
   ii. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and (ii) Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.
   
3. De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is, therefore, not PHI is not subject to the provisions of this Agreement. Business Associate may de-identify PHI as part of the Services.

4. Obligations and Activities of Business Associate Regarding PHI and EPHI.
   
   a. Limitation on Uses and Disclosures. Business Associate further agrees not to use or disclose PHI except as permitted by this Agreement or as Required by Law.

   Subcontractors. Business Associate shall ensure that any subcontractor to whom Business Associate provides PHI or EPHI created, received, maintained, or transmitted by Business Associate on behalf of Subscriber has executed an agreement containing substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that only those who reasonably need to know such information in order to perform the Services receive such information and, in such case, only the minimum amount of PHI is disclosed as is necessary for such performance.

   b. Safeguards. Business Associate agrees to implement and use, and require any subcontractor to implement and use, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Subscriber.
as required by the Security Rule and to comply with Subpart C of 45 C.F.R. Part 164 with respect to EPHI to prevent its use or disclosure other than as permitted by this Agreement.

c. Record of Disclosures. Business Associate agrees to maintain a record of its disclosures of PHI and related information as would be required for Subscriber to respond to a request from an Individual for an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall not be required to maintain a record of disclosures of PHI except from the Accounting of Disclosures requirement under 45 C.F.R. § 164.528, including: (a) for the purpose of Treatment, Payment, or Health Care Operations; (b) to an Individual who is the subject of the PHI; (c) pursuant to an Authorization that is valid under the Privacy Rule; or (d) for any other purpose excluded from the Accounting of Disclosures requirement under 45 C.F.R. § 164.528.

d. Requests for Accounting of Disclosures. Within thirty (30) days of Business Associate’s receipt of a written request of Subscriber, Business Associate shall provide to Subscriber the record maintained by Business Associate in accordance with Section 4(D), above, as necessary to permit Subscriber to make an Accounting of Disclosure of PHI about an Individual in accordance with 45 C.F.R. § 164.528. Business Associate shall direct any Individual who submits a request for an Accounting of Disclosures to Business Associate to make such request of Subscriber or shall promptly forward such Individual’s request to Subscriber.

e. Access to PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within thirty (30) days of receiving a written request from Subscriber, Business Associate shall make such PHI available to Subscriber, or, if directed by Subscriber, to an Individual, as is necessary for Subscriber to respond to an Individual’s request for access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate shall provide such PHI in an electronic form and format requested by the Individual or Subscriber unless it is not readily producible in such format, in which case it shall be produced in an alternative readable electronic format. Business Associate shall direct any Individual who submits a request for access to PHI to Business Associate to make such request of Subscriber or shall promptly forward such request to Subscriber. Any denials of access to PHI requested by an Individual shall be the responsibility of Subscriber.

f. Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within thirty (30) days of receiving a written request from Subscriber, Business Associate shall make any requested amendment(s) or correction(s) to PHI, or take other measures as necessary to satisfy Subscriber’s obligations under 45 C.F.R. § 164.526, as directed by Subscriber. Business Associate shall direct any Individual who submits a request for amendment of PHI to Business Associate to make such request of Subscriber or shall promptly forward such request to Subscriber. Any denials of an Individual’s request to amend PHI shall be the responsibility of Subscriber.

g. Reporting. Business Associate agrees to promptly, and without unreasonable delay, report to Subscriber, any Security Incident, Breach of Unsecured PHI, or the modification,
destruction, use, or disclosure of PHI or EPHI not permitted by this Agreement by Business Associate or subcontractors of which Business Associate becomes aware. This Section 4(H) constitutes notice to Subscriber of routine and ongoing attempts to gain unauthorized access to Business Associate’s information systems, including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to EPHI.

h. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

  i. Access to Business Associate’s Internal Practices. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI, including EPHI, available to the Secretary of the United States Department of Health and Human Services, in the time and manner designated by the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

j. Record Retention. Business Associate shall maintain, and shall require any subcontractors to maintain, all documentation required for or generated for the purpose of compliance with this Agreement for a period of at least six (6) years after termination of this Agreement. Subcontractor’s obligations under this Section 4(K) shall survive termination of this Agreement.

k. Minimum Necessary Policies. Business Associate agrees to comply with the Minimum Necessary policies of Subscriber as provided to Business Associate and applicable to the uses and disclosures by Business Associate subject to this Agreement. With respect to uses and disclosures for purposes of Business Associate’s proper management and administration, to carry out Business Associate’s legal responsibilities, or Required by Law, Business Associate may reasonably request that Subscriber revise its Minimum Necessary policies to permit the use or disclosure. Upon receipt of such request, Subscriber agrees to make such modification. In the event Subscriber refuses such request, Business Associate may terminate the Services Agreement and shall not be deemed to have defaulted under or breached the Services Agreement.

l. Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Subscriber of such Breach as required by 45 C.F.R. § 164.410. Except as otherwise required by law, Business Associate shall provide such notice verbally and in writing without unreasonable delay, and in no case later than ten (10) calendar days after discovery of the Breach.

  i. Notice required by this Section 4(M) shall include: (i) to the extent possible, the names of the Individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what
Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the Individual(s), and to protect against further Breaches; and (v) any other information that Subscriber determines it needs to include in notifications to the Individual(s) under 45 C.F.R. § 164.404(c).

ii. Business Associate shall reasonably cooperate and assist Subscriber to notify the Individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404.

iii. For purposes of this Agreement, “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Subscriber.

m. Security Rule Compliance. Business Associate agrees to comply with all applicable provisions of the Security Rule with respect to all EPHI.

n. Electronic Transactions. Business Associate shall comply with all applicable requirements of 45 C.F.R. Part 162 (the “Electronic Transactions Rule”) in conducting, on behalf of Subscriber, any electronic transaction that is subject to the Electronic Transactions Rule, or would be subject to the Electronic Transactions Rule were Subscriber conducting the transaction itself.

5. Obligations of Business Associate.

a. Requested Restrictions. Business Associate shall notify Subcontractor in writing of any restriction on the use or disclosure of PHI that Subscriber has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

b. Changes in or Revocation of Permission. Subscriber will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate’s use or disclosure of PHI.

c. Permissible Requests by Subscriber. Subscriber shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Security Rule if done by Subscriber, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities and legal responsibilities of Business Associate.

6. Term and Termination.
a. Term. This Agreement shall commence on the Effective Date of the Services Agreement and the obligations herein shall continue in effect until the earlier of: (a) termination of the Services Agreement; (b) in the event the Services Agreement lapses or otherwise terminates unintentionally, upon termination of the provision of the Services; (c) upon termination of this Agreement pursuant to Section 6(B) below; or (iv) the mutual written agreement of the parties.

b. Termination for Cause. If either Subscriber or Business Associate determines that the other party has breached a material term of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the alleged breach and shall:

i. provide an opportunity for the breaching party to cure the breach or end the violation, as applicable, to the satisfaction of the non-breaching party within thirty (30) days’ written notice specifying the nature of the alleged material breach. If the breaching party does not cure the breach or end the violation within the thirty (30) day period, then the non-breaching may immediately thereafter terminate this Agreement and the Services Agreement;

ii. immediately terminate this Agreement and the Services Agreement if cure of the material breach is not possible; or

iii. report the violation to the Secretary if neither termination nor cure is feasible as provided in (i) or (ii) of this Section 6(B).

c. Effect of Termination. Upon termination of this Agreement, Business Associate shall, unless Business Associate reasonably determines it is infeasible, return or destroy all PHI received from or created or received by Business Associate on behalf of Subscriber that Business Associate maintains in any form. Business Associate shall not retain copies of such information. This Section 6(C) shall also apply to PHI that is in the possession of any of Business Associate’s subcontractors. If Business Associate reasonably determines that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of such PHI in a manner consistent with the protections required by this Agreement, and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The respective rights and duties of Business Associate in this Section 6(C) shall survive the termination of this Agreement, regardless of the reason therefor.

7. Indemnification. Business Associate and Subscriber each agree, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the other party (the “Indemnified Party”) and any of Indemnified Party’s employees, officers, directors, and agents (collectively, the “Indemnitees”) from and against direct losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys’ fees, including at trial and on appeal) asserted or imposed against any Indemnitees arising out of the other party’s breach of its obligations under this Agreement. The parties’ obligations under this Section 7 shall survive any expiration or termination of this Agreement.

a. Amendment. Subscriber and Business Associate agree to negotiate in good faith to timely amend this Agreement as necessary to remain in compliance with the Privacy Rule, the Security Rule, HIPAA, the HITECH Act, or other applicable law. In the event that after sixty (60) business days after the commencement of such negotiations in good faith the parties are unable to agree upon such an amendment, either party may then terminate this Agreement.

b. Relationship of Parties. This Agreement does not create, nor shall it be construed to create, a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Agreement, each party is at all times acting and performing as an independent contractor and is not authorized to act as an agent or representative of the other party. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Subscriber and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

c. Ownership. The parties acknowledge that this Agreement relates solely to the use and disclosure of PHI and EPHI, and does not grant or alter any ownership rights in such information.

d. Entire Agreement. This Agreement, together with the Services Agreements, contains the entire agreement between the parties with respect to the terms and conditions under which PHI and EPHI shall be (i) disclosed by Subscriber to Business Associate, and (ii) created or received by Business Associate on behalf of Subscriber. This Agreement supersedes all prior negotiations, representations, agreements, and other arrangements between the parties, whether oral or in writing, regarding the subject matter of this Agreement. There are no representations, understandings, or agreements relating to the matters expressed in this Agreement that are not fully expressed in this Agreement, and no change, waiver, or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the party against which such change, waiver, or discharge is sought to be enforced.

e. Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

f. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

g. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Subscriber and Business Associate to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections or paragraphs themselves.
h. Notices. Any notices permitted or required by this Agreement will be addressed as provided in the Services Agreement or to such other address as a party may provide to the other.

i. Contradictory Terms. This Agreement hereby amends, modifies, supplements, and is made part of the Services Agreement, provided that any provision of the Services Agreement, including any exhibit and attachment, that is directly contradictory to one or more terms in this Agreement (“Contradictory Term”) shall be superseded by the terms of this Agreement with respect to the subject matter of this Agreement as of the date such term(s) becomes effective and only to the extent it is impossible to comply with both the Contradictory Term and this Agreement. Except as specifically provided in this Section 8, nothing in this Agreement is intended nor shall be construed to create, alter, amend, modify, diminish, or destroy any rights or obligations that either party has or may have under the Services Agreement.

j. Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement, even though not all parties sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

Subscriber: YAMHILL COMMUNITY CARE ORGANIZATION

__________________________________________
Date:
By: _______________________________________
Title: _______________________________________

Business Associate: YAMHILL COUNTY, OREGON

__________________________________________
Date:
By: _______________________________________
Title: _______________________________________
This Mental Health and Substance Abuse Disorder Agreement (hereinafter “Agreement”) is made and entered into by and between Yamhill Community Care Organization (hereinafter “YCCO”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (hereinafter “Provider”). The effective date of this Agreement shall be January 1, 2020.

**YCCO and Provider hereby agree to the following:**

1. **Definitions**

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Clean Claim" means a claim submitted by Provider to YCCO in the format specified by YCCO that can be processed for payment without obtaining additional information from the Provider or from a third party; and has been received within the required time limits stated in Section 4.4.

1.2 "CMS" means the federal Department of Health and Human Services Centers for Medicare & Medicaid Services.

1.3 "Covered Services" means:

   (i) Members eligible for the OHP Plus Plan, the Oregon Health Plan Benefit Package of Covered Services applicable to individuals eligible for the OHP Plus Plan;

   (ii) Members eligible for the OHP Standard Plan, the Oregon Health Plan Benefit Package of Covered Services applicable to individuals eligible for the OHP Standard Plan;

1.4 "Credentialing Guidelines" means the process by which YCCO obtains, reviews, verifies and evaluates documentation regarding a healthcare provider and determines as to whether the provider shall be designated as a Participating Provider who is authorized to provide services pursuant to this Agreement.

1.5 "DMAP" means the State of Oregon Department of Human Services, Division of Medical Assistance Programs.

1.6 "DMAP Agreement" means the Oregon Health Plan Fully Capitated Health Plan Agreement between DMAP and YCCO, as amended from time-to-time.

1.7 "DMAP Rules" means the administrative rules duly promulgated by DMAP under OAR Chapter 410, as amended from time-to-time.
1.8 "Effective Date" shall mean the date indicated in the first paragraph of the Agreement.

1.9 "Emergency Services" means the services provided for diagnosis and treatment of a medical condition manifesting itself by acute symptoms of sufficient severity such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to body functions, or serious dysfunction of any bodily organ or part. These services are considered Emergency Services if transfer of the Member to Member's assigned PCP is precluded because of risk to the Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition.

1.10 "Group Provider" means any physician or other healthcare provider who provides services hereunder as an employee, partner, agent, or permitted subcontractor of Provider.

1.11 "Health Care Services" means those Medically Appropriate services performed in the delivery of Covered Services.

1.12 "Medical Card" means the identification card issued by YCCO to a Member upon determination of eligibility, specifying the Plan in which the recipient is enrolled.

1.13 "Medically Appropriate" means services and medical supplies that are required for prevention, diagnosis, or treatment of health conditions which encompasses physical or mental conditions, or injuries, and which are:

   1.13.1 Consistent with the symptoms of a health condition or treatment of a health condition;

   1.13.2 Appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community and professional standards of care as effective;

   1.13.3 Not solely for the convenience of the Member or Provider of the service or medical supplies; and

   1.13.4 The most cost effective of the alternative levels of medical service or medical supplies that can be safely provided to the Member in Provider's judgment.
1.14 "Member" means any individual entitled to receive benefits for Covered Services through the Oregon Health Authority and administered by the YCCO.

1.15 "Non-Covered Services" means those services and supplies that YCCO is not required to provide pursuant to the applicable Plan in which the Member is enrolled.

1.16 "Non-Emergency Services" means those Covered Services that are not Emergency Services.

1.17 "Oregon Administrative Rules" or "OARs" means the administrative rules promulgated by DMAP that detail the rules by which Health Care Services may be provided to Members, as amended from time-to-time.

1.18 "Oregon Health Plan" means the Oregon Health Plan Benefit Package of Covered Services as updated from time-to-time in the OARs and as modified from time to time pursuant to the DMAP Agreement and DMAP Rules.

1.19 "OHP Plans" means the Oregon Health Plan plans offered by YCCO through DMAP and referred to as the "OHP Plus Plan" and "OHP Standard Plan."

1.20 "Participating Provider" means a healthcare professional, entity, facility, or supplier who has contracted with YCCO to provide specified Covered Services to Members.

1.21 "Payment" means YCCO's payment to Provider, based on the rate schedule set forth in Exhibit A, for any Covered Services that are provided to a Member.

1.22 "PCP" means an individual primary care practitioner who is licensed to provide primary care services.

1.23 "PCP Assignment" means the process by which each Member is assigned to a PCP for provision of certain Covered Services.

1.24 "Provider" means: (i) an individual who is a qualified and licensed healthcare provider or (ii) an entity that employs or contracts with individuals who are qualified and licensed healthcare providers;

1.25 "Provider Manual" means the paper or electronic collection of YCCO Policies, including the Credentialing Guidelines, delivered or made available to Provider, governing certain aspects of the administration of this Agreement and the provision of, and billing for, Covered Services.

1.26 "Term" means the period beginning as of the Effective Date and ending as of the date of termination as provided in Section 10 below.

1.27 "YCCO" shall mean Yamhill Community Care Organization, an Oregon nonprofit
corporation contracted with State of Oregon to provide Oregon Health Plan services in Yamhill County.

1.28 "YCCO Policies" means the policies, procedures, protocols, forms and guidelines (including, but not limited to, grievance procedures, quality assurance protocols, utilization management protocols, and Credentialing Guidelines, all as set forth in the Provider Manual and otherwise communicated to Provider), all as in effect from time-to-time and as communicated to Provider.

2. Engagement

2.1 Health Care Services. Beginning as of the Effective Date, and continuing for the Term, YCO hereby engages Provider to provide Health Care Services to Members pursuant to the following plan(s): OHP Plus and OHP Standard.

2.2 Subcontracting. Provider may subcontract to one or more individual healthcare providers the provision of healthcare services hereunder provided: (i) all such arrangements are documented in a written agreement; (ii) the written agreement provides that such individuals shall comply with all applicable provisions of this Agreement; (iii) such individuals shall be qualified and licensed to provide such services; and (iv) such individuals shall be subject to approval by YCCO using the Credentialing Guidelines.

2.3 Superseding Requirements. This Agreement and the relationship between YCCO and Provider are subject to the DMAP Agreement, DMAP Rules and applicable CMS Rules. If there is a conflict between the terms of this Agreement and the DMAP Agreement, DMAP Rules, or applicable CMS Rules, the terms of the applicable DMAP Agreement, DMAP Rules or CMS Rules shall control.

3. Standards

3.1 Standards of Care. Provider shall:

3.1.1 Provide Covered Services in a manner that assures continuity and coordination of the Health Care Services provided to each Member;

3.1.2 Accept referral of Members, and render services to Members, on the same basis as Provider accepts and renders services to other patients. Provider shall not discriminate based on source of payment, race, sex, national origin, ancestry, religion, marital status, sexual orientation or age. Provider shall accept referrals of Members on the same basis as Provider accepts other patients. Provider shall not discriminate against Members because of any factor related to health status.

3.1.3 Conduct its practice and treat all Members using that degree of care, skill, diligence and cultural competence as is used ordinarily by careful providers in the same or similar circumstances in the Provider's
community or a similar community.

3.1.4 Violation of Section 3.1 shall constitute a material breach that entitles YCCO to terminate this Agreement immediately on notice to Provider.

3.2 **Access to Services.** Provider shall provide access to services for Members without undue delay and as soon as necessary considering the Member's medical condition. Provider shall comply with applicable access standards set forth in the YCCO Policies. Provider shall be available to render services, within the scope of Provider's practice and licensure, and when medically necessary, on a 24-hour, seven-day-a-week basis. Provider shall comply with Title II of the Americans with Disabilities Act and establish policies and procedures to communicate with and provide access to services for Members with difficulty communicating due to disability or limited English proficiency or diverse cultural and ethnic backgrounds.

3.3 **Licensure.** Provider shall obtain and maintain, and require its employees and agents rendering services under this Agreement to obtain and maintain, all required licenses, certificates, or qualifications, and to give YCCO immediate notice of the lapse, termination, cancellation, limitation, qualification, or suspension of the same. Provider and Group Providers shall maintain all appropriate licenses and certifications mandated by YCCO Policies and governmental regulatory agencies, including without limitation, DEA certification and licensure to practice medicine in the State of Oregon. No Provider or Group Provider shall provide Covered Services to Members under this Agreement unless and until the Provider or Group Provider has been approved by YCCO using the Credentialing Guidelines.

3.4 **Training and Education.** Provider shall ensure that all personnel providing services to Members under this Agreement are properly trained and qualified to render the services they provide. Provider shall arrange for continuing education as necessary to maintain such competence and satisfy all applicable licensing or other legal or regulatory requirements.

3.5 **Facilities and Equipment.** Provider shall maintain facilities and equipment appropriate for provision of services to Members of a type and quality consistent with generally accepted standards of practice in Provider's community and the healthcare profession. Upon request, Provider shall permit DMAP or YCCO representatives to inspect Provider's facilities and equipment used to provide services to Members.

4. **Duties of Provider**

4.1 **Provision of Health Care Services.** If Provider is an individual, Provider shall provide Covered Services to Members within the scope of Provider's practice and licensure. If Provider is an entity, Provider shall provide Covered Services through its Group Providers, within the scope of each Group Provider's practice and licensure.
4.2 **Referrals; Prior Authorizations.** Provider shall comply with YCCO Policies regarding referrals and authorizations. Notwithstanding the foregoing, self-referral shall be allowed as required by law.

4.3 **Eligibility.** Before providing Covered Services (other than Emergency Services) to a Member, Provider shall determine that the Member possesses a facially valid and current Medical Card or shall verify eligibility electronically (via web access) or in cases where web access is not available, by telephone contact with YCCO. In all instances, supporting identification should be reviewed.

4.4 **Claims.** Provider shall submit YCCO claims in such form, and containing such information and supporting documentation, as is specified by the YCCO Policies. Provider shall submit claims to YCCO no later than one hundred twenty (120) days after the Covered Service is provided. Provider shall submit claims to YCCO no less frequently than once a month. Provider hereby, and by submitting each claim thereby, certifies that all claims, submissions and/or information Provider submits to YCCO hereunder is and shall be true, accurate, and complete. Provider acknowledges that Payment shall be from federal and state funds, and therefore any falsification or concealment of material fact by Provider may be prosecuted under federal and state laws. All billings and Payments processed through the Medicaid Management Information System shall be processed in accordance with applicable OARs. Provider shall comply with DMAP Rules when submitting claims to DMAP for services that fall within the definition of Non-Covered Services with respect to YCCO, but that may be otherwise covered by DMAP. Within six months after the Effective Date, Provider shall submit electronically 100%, or such lesser percentage as shall be designated by YCCO, of Provider’s claims to YCCO.

4.5 **Utilization Management and Quality Review.** Provider shall cooperate and comply with utilization management and quality improvement activities requested by YCCO, DMAP, CMS, or the National Committee on Quality Assurance ("NCQA") or any other governmental agency with authority over YCCO or the Plan(s). YCCO does not use financial incentives that reward underutilization.

4.6 **Fraud and Abuse.** Provider shall comply with all legal requirements and prohibitions relating to healthcare fraud and abuse, including without limitation, the Anti-Kickback Statute, 42 USC 1320a; the Stark Law, 42 USC 1395nn; Section 1128B of the Social Security Act; and the healthcare fraud provisions of HIPAA 18 USC 1347.

4.7 **Use of Provider Name.** Provider shall allow its name and Group Physicians’ names, to be used in connection with YCCO’s communications with Members.

4.8 **Group Providers.** Provider acknowledges and agrees that all provisions of this Agreement applicable to Provider shall apply with equal force to its Group Providers, unless clearly applicable only to Provider. Provider agrees that it is Provider’s responsibility to assure that the obligations of Group Providers under
this Agreement are fully satisfied, that Provider will take all steps necessary to cause its Group Providers to comply with and perform the terms and conditions of this Agreement and that Provider's failure to do so shall constitute a material breach of this Agreement by Provider.

4.9 Notification. Provider shall notify YCCO immediately in the event that any healthcare provider providing services hereunder becomes listed on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" (45 CFR Part 76) or is debarred, suspended or excluded from any state or federal program, retires, dies, becomes incapacitated, has any license restricted, suspended or revoked, is convicted of a felony, fails to materially comply with YCCO Policies, leaves the employment of Provider, or otherwise ceases to render Covered Services. YCCO reserves the right to notify Members upon any Provider or Group Provider(s) ceasing to provide services hereunder to Member(s).

4.10 Compliance with DMAP Agreement; CMS Agreement; and With Applicable Law. Provider shall comply with the applicable provisions of the DMAP Agreement, DMAP Rules, YCCO Policies and all other applicable laws and regulations, both generally and specifically as set forth in Exhibit B hereto. To the extent any provision of the DMAP Agreement applies to YCCO with respect to the services YCCO is providing to DMAP through this Agreement, such DMAP provision shall be, and hereby is, incorporated by reference into this Agreement and shall apply equally to Provider. YCCO may only delegate to Provider activities or functions under the CMS Agreement in a written arrangement specifying delegated activities or responsibilities.

4.11 Electronic Communication. Provider shall use its best commercial efforts to communicate with YCCO, submit claims, determine Member eligibility, receive payment and refund payments, receive explanation of benefits, check claims status, submit requests for claims adjustment, and perform other Plan administrative functions, through such electronic media, including web-based or other online resources or functionalities, as are made available to Provider by YCCO from time-to-time.

4.12 Special Health Care Needs Population. YCCO shall work collectively with Provider to identify Members with Special Health Care Needs. Provider shall actively engage such Members in accessing and managing appropriate preventive, remedial and supportive care and services to reduce the use of avoidable Emergency Department Visits and Hospital admissions. Provider and YCCO in collaboration shall produce a Treatment Plan for each member identified which shall include a standing referral process for direct access to specialists.

5. Duties of YCCO

5.1 General. YCCO shall perform administrative, accounting, Member communication, enrollment, Member grievance resolution, and other functions necessary or appropriate for the administration of this Agreement.
5.2 YCCO Policies. YCCO shall deliver or make available electronically to Provider, its Provider Manual and all relevant YCCO Policies and provisions.

5.3 Identification and Eligibility. YCCO shall supply Members with a Medical Card. YCCO shall make available to Provider information regarding current Member eligibility, Plan enrollment, and PCP assignment of Members.

5.4 Personnel and Facilities. YCCO shall maintain adequate personnel and facilities to provide timely telephone, electronic, or written response, during normal business hours, to inquiries regarding Member eligibility, Covered Services, PCP Assignment, and prior authorizations or referrals.

5.5 Participating Providers. YCCO shall contract with a panel of primary care, specialty, ancillary, inpatient and tertiary providers to service its Members. YCCO shall maintain, and make available to Provider, a directory of Participating Providers. During the Term, Provider shall be listed in the directory as a Participating Provider of YCCO.

5.6 Credentialing. YCCO shall adopt Credentialing Guidelines, shall include them in the Provider Manual, and shall credential each Provider under the Credentialing Guidelines. Any adverse credentialing action shall be taken only pursuant to the Credentialing Guidelines. If any healthcare professional affiliated with Provider fails to comply with this Agreement, YCCO reserves the right to exclude such healthcare professional from providing services hereunder. Upon notification of such exclusion, Provider shall ensure that the excluded healthcare professional no longer provides services hereunder.

5.7 Business Name. Subject to prior approval of YCCO after review of the form and content of all materials that reference YCCO and any other names or logos YCCO uses (the "Names"), Provider may use the Names in connection with communication with Members.

5.8 Delegation of Functions. YCCO oversees and is accountable to CMS for the provision of Covered Services and may only delegate functions to Provider in a manner consistent with requirements set forth in 42 CFR 422.504 and under a separate written arrangement. Nothing in this Agreement amends or changes the obligation of YCCO to adhere to and fully comply with the terms and conditions of the CMS Agreement.

6. Compensation

6.1 Payments. Billing and Payment for all claims shall be pursuant to YCCO Polices. YCCO shall issue Payment to Provider by the forty-fifth (45th) day after YCCO receives a Clean Claim, or by such earlier time as is required by applicable law. YCCO shall pay Provider for Covered Services hereunder pursuant to the applicable rates specified in Exhibit A hereto. Provider shall not collect from any payor or
combination of payors an amount for any service to a Member that exceeds the Payment, except for allowed copays, coinsurance, deductibles or any other cost sharing, if any.

6.2 Modification in Payment Rates. Except as expressly otherwise stated in Exhibit A, the Payment rate(s) specified on Exhibit A hereto shall not automatically change in the event of a change in an external index or number (such as RVUS, Conversion Factor, or other external index) and, instead, any such change in the Payment rate(s), shall be accomplished through the procedure specified in Section 11.1.

6.3 Conditions for Non-Payment. YCCO shall have no obligation to make Payments to Provider if:

6.3.1 Provider fails to obtain, when required by YCCO Policies, valid referral or authorization to provide Health Care Services;

6.3.2 Provider fails to verify an individual's identity or eligibility for Covered Services in accordance with YCCO Policies and the individual is not a Member. Note that YCCO shall not deny payment based on ineligibility if Provider inquired of YCCO as to eligibility within two (2) business days prior to providing the Covered Services and YCCO incorrectly verified that the individual was eligible.

6.3.3 Information provided to YCCO by Provider is materially inaccurate and YCCO determines that the individual was not eligible, or the services were not Covered Services;

6.3.4 The delivered services are not Covered Services, do not comply with this Agreement or with YCCO Policies, including without limitation the quality of care and utilization standards;

6.3.5 Provider fails to submit claims within one hundred twenty (120) days after the day on which the service was provided to the Member;

6.3.6 As further specified in YCCO Policies, the delivered goods or services arise from so-called "Never Events" as defined by CMS in National Coverage Determinations; or from any analogous list of events adopted by DMAP for which Medicaid payment will not be made or will be reduced, both as modified from time to time; or

6.3.7 As further specified in YCCO Policies, the delivered goods or services arise from Serious Reportable Events (SREs), Hospital Acquired Conditions (HACs), or similar categories of serious preventable errors, as defined by CMS or DMAP regulations as amended from time to time, for which YCCO shall not pay directly related charges, including any charges resulting from extended lengths of stay.
6.4 Overpayments. Any Payments made by YCCO to which Provider is not entitled or owed shall be considered an overpayment. In YCCO’s sole discretion, such overpayment shall be offset from future Payments from YCCO to Provider as allowed by law or, upon written instruction from YCCO, Provider shall refund the overpayment to YCCO within ten (10) days.

6.5 Coordination of Benefits. YCCO reserves the right to coordinate benefits with other health plans, insurance carriers, government agencies, and other payors. To the extent allowed by law, YCCO will also coordinate benefits when a Member is eligible for both Medicaid and Medicare. YCCO may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with applicable confidentiality laws. Coordination of benefits shall not result in Provider receiving Payment in excess of the contracted amount determined by Exhibit A of this Agreement, except where applicable laws require the contrary. If Provider has knowledge that a Member has a source of payment other than YCCO, or that either Member or Provider is otherwise entitled to payment from a third party, Provider shall immediately notify YCCO. Any Payments made by YCCO to which Provider is not entitled or owed shall be considered an overpayment subject to Section 6.4.

6.6 Non-Covered Services. Provider may bill Member and collect for those services, supplies or equipment that are lawfully the financial responsibility of the Member (as defined in the most recent OARs or CMS Rules). This provision shall include collection for Non-Covered Services for which Provider has obtained a DMAP-compliant written waiver prior to delivering the services. Further, Provider shall advise a Member, who is the patient of Provider, about the health status of the Member or any service, treatment, or test that is Medically Appropriate but not authorized under the OHP Plans if the Provider is acting within the lawful scope of practice and an ordinarily careful practitioner in the same or similar community would do so under the same or similar circumstances.

6.7 Payment in Full. Except as expressly provided below: (i) Payments to Provider by YCCO under this Section 6 and Exhibit A shall constitute payment in full for all services provided by Provider, Group Providers, and Provider’s employees agents, and permitted subcontractors under this Agreement; (ii) Provider shall not charge, bill or seek compensation, remuneration or reimbursement from, or have recourse against the State of Oregon Department of Human Services, CMS or any Member for Covered Services provided during the period for which YCCO received a capitation payment from DMAP or CMS with respect to the Member; (iii) Provider shall not bill Member any amount greater than would be owed by the Member if YCCO provided the services directly (e.g., no balance billing is allowed) and any agreement of a Member to the contrary shall not bind YCCO; and (iv) in no event including, but not limited to, non-payment by YCCO, YCCO’s insolvency, cessation of operations, or breach of this Agreement, shall Provider bill, charge, collect a deposit, seek compensation from, or have any recourse against DMAP, CMS, a Member, or person other than YCCO. Notwithstanding the foregoing, this provision does not prohibit collection for Non-Covered Services or any permitted copays, coinsurance, deductibles or any other cost sharing, if any. Provider shall not hold
any Member liable for payment of any fees that are the legal obligation of YCCO. When combined with all other sources of payment, YCCO's Payment cannot exceed the Payment listed in Exhibit A. If Member is eligible for both Medicare and Medicaid, Provider shall not hold Member liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts.

6.8 **Continuity of Care.** In the event of YCCO’s insolvency or cessation of operations, Provider shall continue to provide Covered Services to (i) OHP Plan Members for the duration of the period for which YCCO was paid a capitation payment by DMAP; and (ii) Members confined in an inpatient facility on the date of insolvency or cessation of operations, until medically appropriate discharge of the Member.

6.9 **Audit of Claims.** YCCO and Provider shall have the right to review and audit any claims and to reconcile any amounts accordingly within twelve (12) months from the date Payment was issued by YCCO to Provider. YCCO and Provider shall not be entitled to review and adjust Payments made more than twelve (12) months previously.

### 7. Insurance

7.1 **Liability Insurance.** Provider shall obtain and keep in effect during the Term, professional liability insurance as follows:

7.1.1 **Coverage for Individual Clinicians.** (a) Professional liability insurance insuring each individual physician and Group Provider providing services under this Agreement at a minimum level of $1,000,000 per claim/$3,000,000 annual aggregate; and (b) comprehensive general liability insurance at a minimum level of $1,000,000 per claim/$3,000,000 annual aggregate.

7.1.2 **Coverage for the Practice Entity (e.g. Professional Corporation or Partnership).** (a) Professional liability insurance insuring Provider at a minimum level of $1,000,000 per claim/$5,000,000 annual aggregate covering the acts and omissions of Provider; and (b) comprehensive general liability insurance at a minimum level of $1,000,000 per claim/$5,000,000 annual aggregate.

7.1.3 Such insurance shall be upon terms and with insurance carriers reasonably acceptable to YCCO. Provider shall provide proof of insurance coverage upon request of YCCO. Provider shall immediately notify YCCO of any material change in coverage including without limitation, change in carrier, coverage limits or exclusions.
7.2 **Workers’ Compensation.** Provider shall maintain workers’ compensation insurance coverage for all of Provider's subject workers (ORS 656.027) and shall otherwise comply fully with ORS 656.017 (Coverage). At YCCO's request, Provider shall provide YCCO a certificate showing current workers' compensation insurance coverage.

8. **Records and Confidentiality of Records**

8.1 **Maintenance; Reporting.** Provider shall maintain in an accurate and timely manner financial, medical, and other records pertinent to this Agreement. Provider shall ensure timely access to Members to the records and information that pertain to them. Provider shall deliver to YCCO, within time frames sufficient to allow YCCO to meet its reporting requirements pursuant to the DMAP Agreement, all data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounter, utilization and quality improvement and other reporting requirements.

8.2 **Access to Records; Retention.** Provider shall maintain and retain records and provide access to records and facilities as required by the CMS Rules; OAR 410-141-0180; the DMAP Agreement Exhibit B Part V Section 1, Record Keeping; the Provider Manual; and as further provided in Exhibit B hereto.

8.3 **HIPAA and Confidentiality of Medical Information.** YCCO and Provider acknowledge the importance of protecting Member medical information. YCCO and Provider shall comply with all such applicable rules and regulations, including without limitation the applicable privacy protections of the Health Insurance Portability and Accountability Act, and with the confidentiality provisions referenced in Exhibit B hereto. Provider and YCCO shall ensure that their agents, employees, and subcontractors with access to Member information understand and comply with all applicable protections.

9. **Grievance Procedures**

9.1 **Members.** YCCO shall maintain and publish procedures for hearing and responding to the grievances of Members and Participating Providers. Provider shall cooperate with such grievance procedures and any grievance procedures of DMAP, CMS or other governmental agency with authority over YCCO or the Plan(s). Provider shall participate and adhere to Member appeal rights as described in the Provider Manual.

9.2 **Arbitration.** Any controversy or claim between or among the parties arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for an action for temporary, preliminary, or permanent injunctive relief, shall be settled exclusively by confidential, final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitrator shall have at least ten (10) years' experience in the legal aspects of government medical programs such as Medicare or Medicaid. The arbitration shall be conducted in Multnomah
County, Oregon. Judgment on the award may be entered by any court having jurisdiction thereof. The parties agree that any arbitration or other proceeding relating to any dispute arising under this Agreement shall be conducted solely between the parties. Neither party to this Agreement shall request, nor consent to any request, that their dispute be joined or consolidated for any purposes, including without limitation any class action or similar procedural device, with any proceeding involving any third party.

10. Term and Termination; Suspension

10.1 Effective Date and Term. This Agreement will be in effect as of the Effective Date and shall continue to be in effect until terminated pursuant to this section.

10.2 Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party written notice at least ninety (90) days prior to the effective termination date, which shall be the last day of the month designated in the notice.

10.3 Termination by YCCO with Cause. Following notice to Provider setting forth the specific grounds for termination, YCCO may terminate this Agreement with immediate effect upon the occurrence of:

10.3.1 The lapse, restriction, relinquishment, suspension, expiration, cancellation, or termination of any required license, certification, or qualification of Provider, or the lapse, restriction, relinquishment, suspension, expiration, cancellation, or termination of Provider's insurance as required in Section 7;

10.3.2 Provider's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage Provider's affairs, or the judicial declaration that Provider is insolvent;

10.3.3 The violation by Provider of any material provision of this Agreement or the YCCO Policies, which, if capable of cure, has not been cured within sixty (60) days after notice of the violation;

10.3.4 A danger posed by Provider to the health or safety of one or more Members in the sole discretion of YCCO. Following any such suspension or termination, YCCO's grievance or Credentialing Guidelines will be available to resolve any dispute about the grounds for termination or suspension;

10.3.5 The termination, suspension, or expiration of the DMAP
Agreement or CMS Agreement, as applicable; or

10.3.6 Provider's performance is inadequate to meet the requirements of the DMAP Agreement or CMS Agreement, as applicable.

10.4 **Termination by Provider with Cause.** Following written notice to YCCO setting forth the specific ground for termination or suspension, Provider may terminate or suspend this Agreement with immediate effect upon the occurrence of:

10.4.1 The termination, suspension, or expiration of the DMAP Agreement or CMS Agreement, as applicable;

10.4.2 YCCO's failure to cure a past-due Payment, which failure continues for at least sixty (60) days after Provider shall have provided written notice that the Payment is past due;

10.4.3 YCCO's filing for protection under the United States Bankruptcy Code, the appointment of a receiver to manage YCCO's affairs, or the judicial decision that YCCO is insolvent; or

10.4.4 The violation by YCCO of any material provision of this Agreement, if the same is not cured within sixty (60) days after Provider shall have provided written notice to YCCO of the violation.

10.5 **Transition.** In the event termination is not effective immediately upon notice, the parties shall continue to perform all their duties and obligations hereunder from the date of notice until the date of termination.

10.6 **Duties After Termination.** Upon termination of this Agreement:

10.6.1 Provider shall ensure the orderly and reasonable transfer of Member care in progress to new healthcare providers, if necessary;

10.6.2 If Provider continues to provide Covered Services to a Member after the date of termination of this Agreement, YCCO shall make payments to Provider at the DMAP fee-for-service rates in effect at the time services were delivered to the former Member if the former Member remains an eligible DMAP recipient during the period the services were provided and YCCO qualifies for payments from DMAP for the services provided by Provider to the former Member.
10.7 **Survival.** The following provisions of this Agreement shall survive its termination: Sections 2.3; 4.7; 4.8; 6.4; 6.5; 6.8; 6.9; 8; 9.2; and 10.6. Section 6 shall survive termination with respect to Payment for periods prior to termination.

10.8 **Suspension.** In the event of any circumstance constituting cause for termination pursuant to Section 10.4 hereof, then in lieu of termination, YCCO may in its sole discretion elect to deliver to Provider a Notice of Suspension. Upon delivery of a Notice of Suspension, YCCO may suspend the assignment of new Members to Provider and impose such other terms and conditions as YCCO may determine in its discretion to address the circumstances constituting cause for termination. The delivery of a Notice of Suspension shall not impair YCCO's right to terminate this Agreement for cause or without cause as provided in this Section 10.

11. **Miscellaneous**

11.1 **Amendments.** As stated in Exhibit A, this Agreement and its Exhibits may only be modified in writing as provided herein. YCCO may amend this Agreement, and its Exhibits, upon thirty (30) days' written notice to Provider. Such amendments shall automatically become effective thirty-one (31) days after the date of written notice, unless written notice rejecting such amendments is delivered to YCCO by the Provider within thirty (30) days after such written notice. YCCO shall provide Provider with at least thirty (30) calendar days' prior notice of any modification or amendment to the YCCO Policies that have a material impact on Provider's continued ability to render Covered Services to Members; provided, however, any such modifications or amendments that are necessary to comply with legal requirements or with the DMAP Agreement or CMS Agreement may be made effective on such earlier date as is required by law and as specified in the notice.

11.2 **Assignment.** Neither party may assign this Agreement, or any of its obligations or rights hereunder, without the written consent of both parties, which consent shall not unreasonably be withheld. In the event of merger, consolidation, or acquisition of either party, this Agreement shall be binding on the parties and any successors of the parties.

11.3 **Independent Contractors.** Provider and its employees, agents and Group Provider(s) are performing the work under this Agreement as independent contractors in relation to YCCO. All Member care and related decisions are the responsibility of Provider and Group Providers and no YCCO Policies nor any other YCCO action shall dictate or control a healthcare provider's clinical decisions with respect to the care of a Member. Provider and Group Provider(s) may freely communicate with Members about their treatment options, regardless of benefit coverage limitations. Provider shall indemnify and hold harmless YCCO from all claims, liabilities, and third-party causes of action arising out of Provider's provision of care to Members. YCCO shall indemnify and hold harmless Provider from all claims, liabilities and third-party causes of action arising out of YCCO's administration of the Plans. Each party shall furnish, and
shall require any person under contract with it to furnish, notice to any affected parties promptly after receipt of any claim or any threatened claim that might give rise to an obligation of indemnity hereunder.

11.4 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.5 Governing Law. The laws of the state of Oregon shall govern this Agreement without reference to conflicts of law principles. Any action to interpret or enforce this Agreement that is not subject to mandatory arbitration as provided pursuant to Section 9.2 shall be brought exclusively in the appropriate state or federal court located in the state of Oregon.

11.6 Notices. All notices shall be in writing and shall be deemed delivered if personally delivered or dispatched by express, certified or registered mail, return receipt requested, addressed to the parties as set forth opposite their respective names below:

YCCO
807 NE Third Street
McMinnville, Oregon 97128

Yamhill County Health and Human Services Department
627 NE Evans Street
McMinnville, OR 97128
Attention: Director

Notice shall be deemed given on the date it is personally delivered, or one (1) day after the date it is dispatched by express, or three (3) days after the date it is deposited in the United States Postal Service, in accordance with the foregoing. Either party may at any time change its address for notification purposes of mailing a notice as required above, stating the change and setting forth the new address. The new address shall be effective on the date specified in such notice, or if no date is specified, on the fifth (5th) day following the date such notice is received.

11.7 Integration. This Agreement, including all exhibits, constitutes the entire Agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.
11.8 **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted assignees.

11.9 **Section Headings.** The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

11.10 **Unforeseen Circumstances.** Neither party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, acts of terrorism, war, accidents, fires, explosions, earthquake, flood, failure of transportation, or labor strikes.

11.11 **Limitations of Damages.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained because of a breach of this Agreement or any alleged tortious conduct by the other party.

11.12 **Attorneys' Fees.** The prevailing party in any arbitration or other action to interpret or enforce this Agreement shall be entitled to its reasonable attorneys' fees and costs at arbitration or trial and any appeal thereof.

11.13 **Waiver of Breach.** The failure of YCCO or Provider to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

11.14 **Limitations of Third-Party Beneficiaries.** This Agreement shall in no way be construed to provide any rights directly to Members or other persons who are not parties to this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement.

Yamhill County, Oregon:  

Signature  
Name:  
Title:  
Date:  

Yamhill Community Care Organization, Inc.:  

Signature  
Name: Seamus McCarthy, PhD  
Title: President and Chief Executive Officer  
Date:  

FORM APPROVED BY:  

Signature  
Name:  
Title:  
Date:  
Exhibit A
Compensation

Total monthly per member, per month (PMPM) fee of $51.88 starting in January 2020.

<table>
<thead>
<tr>
<th>Direct Member Services</th>
<th>Per Member Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Outpatient</td>
<td>$30.95</td>
</tr>
<tr>
<td>Mental Health Respite</td>
<td>$1.46</td>
</tr>
<tr>
<td>SUD Outpatient</td>
<td>$7.71</td>
</tr>
<tr>
<td>Transitional Treatment Recovery Services</td>
<td>$2.94</td>
</tr>
<tr>
<td>System of Care Wraparound</td>
<td>$3.63</td>
</tr>
<tr>
<td>ACT/SE</td>
<td>$2.60</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Health Related Services</th>
<th>Per Member Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCS Prevention Programs</td>
<td>$0.48</td>
</tr>
<tr>
<td>LCS Relief Nursery</td>
<td>$0.24</td>
</tr>
<tr>
<td>Champion Team</td>
<td>$0.46</td>
</tr>
<tr>
<td>Project Able</td>
<td>$0.20</td>
</tr>
<tr>
<td>Dual Diagnosis Anonymous</td>
<td>$0.08</td>
</tr>
<tr>
<td>Warmline</td>
<td>$0.07</td>
</tr>
<tr>
<td>Lines for Life</td>
<td>$0.26</td>
</tr>
<tr>
<td>Provoking Hope (Responsible Dads)</td>
<td>$0.20</td>
</tr>
<tr>
<td>YHHS Flex Purchases</td>
<td>$0.08</td>
</tr>
<tr>
<td>Community Benefit Initiative (CPI)</td>
<td>$0.52</td>
</tr>
</tbody>
</table>

Provider shall bill YCCO for the month of service no later than the 20th of the following month. Membership counts to be calculated by the Provider based on membership for the 15th of the service month. YCCO to be responsible for verification of membership counts. YCCO will pay invoiced amounts within 30 days after Provider has invoiced YCCO. In the event YCCO identifies a discrepancy between Provider Membership count and YCCO’s Membership count, YCCO shall notify Provider and the parties shall use all reasonable efforts to resolve the discrepancy and make applicable invoice adjustments within 30 days from the notice to Provider of the discrepancy.

In the event the costs to the Provider exceed the capitated compensation received for the services above, the YCCO will negotiate an additional payment to the Provider to offset the difference. In the event the costs to the Provider are less than the capitated compensation received for the services above, the Provider will not be required to payback YCCO the difference. Provider will be required to provide supplemental financial statements (Exhibit L) for the reconciliation of payments as well as to support required OHA filings by YCCO.
Provider will participate in the YCCO Pay for Performance (P4P) quality pool measures as determined and approved by YCCO’s Board of Directors and P4P committee. The P4P available under this Agreement is dependent on funds passed through CCO Contract #161768 to YCCO and then onto Provider. The next available payout will be in calendar year 2021 for services rendered in calendar year 2020.

The P4P payment will be based on the achievement of the annual YCCO Improvement Target for the following OHA quality measures related to mental health and substance abuse disorder services:

<table>
<thead>
<tr>
<th>Measure</th>
<th>Measure Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disparity Measure: Emergency Department Utilization among Members with Mental Illness</td>
<td>Number of ED visits per 1,000 member months for adult members enrolled within the organization who are identified as having experienced mental illness</td>
</tr>
<tr>
<td>Mental and Physical Health and Oral Health Assessment within 60 days for Children in DHS custody</td>
<td>Percentage of children ages 0-17 who received a physical health assessment, children ages 1-17 who received a dental health assessment, and children ages 4-17 who received a mental health assessment within 60 days of the state notifying CCOs that the children were placed into custody with the Department of Human Services (Foster Care)</td>
</tr>
<tr>
<td>Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment</td>
<td>Percentage of adolescent and adult patients with a new episode of alcohol or other drug (AOD) dependence who (1) initiated treatment through an inpatient AOD admission, outpatient visit, intensive outpatient encounter or partial hospitalization within 14 days of the diagnosis and (2) who initiated treatment and who had two or more additional services with a diagnosis of AOD within 34 days of the initiation visit</td>
</tr>
</tbody>
</table>
Exhibit C
Oregon Health Plan Compliance

Pursuant to the DMAP Agreement, CMS Agreement and or applicable federal and state laws, the following legal requirements, all as amended from time-to-time, are applicable:

DMAP Agreement

Provider shall comply with each applicable provision of the DMAP Agreement, as amended from time-to-time.

Confidentiality of Member Information

YCCO and Provider shall comply with the following provisions regarding Member information: 45 CFR parts 160 and 164 (HIPAA Privacy Rule) and OHS Notice of Privacy Practices; OAR 410-014-0000 et seq (DMAP Confidentiality Regulations); ORS 192.527-192.528 (protected health information); 42 CFR Part 2 (drug and alcohol diagnosis and treatment), 42 CFR Part 431 Subpart F (Medicaid), 45 CFR Part 205.50 (federal family assistance programs), ORS 179.505 through 179.507 (public agencies and institutions, community mental health providers and subcontractors, contractors of Mental Health and Developmental Disabilities Services Division or Office of Mental Health and Addiction Services), 411.320 (public assistance programs), 430.399 (intoxicated patients taken by police to treatment facility), and 433.045(3) (HIV test information). In addition, if Provider is a public body within the meaning of the Oregon public records law, Provider must comply with the requirements of ORS 192.502(2) (personal information), 192.502(8) (information confidential under federal law), and 192.502(9) (information confidential under state law). Provider and YCCO shall not use, release, or disclose any information concerning a Member for any purpose not directly connected with the administration of this Agreement or under Title XIX of the Social Security Act, except with the written consent of the Member, the Member's attorney or, if applicable, the Member's parent or guardian, or unless otherwise authorized by law.

Access to Records

Provider shall provide YCCO, DMAP, Oregon Department of Human Services; CMS, the Comptroller General of the United States, the Oregon Secretary of State, Oregon Department of Justice, and all of their duly authorized representatives, timely and unrestricted the right of access to Provider's facilities, and to Provider's books, documents, papers, plans, writings, and to its financial and medical records and all accompanying billing records involving transactions related to this Agreement or that are otherwise directly pertinent to this Agreement. Such access shall be for the purposes of inspection, evaluation, and auditing and in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement and as reasonably required to investigate an allegation of fraud or abuse. These records will be made available for the purpose of audit, examination, excerpts, and transcriptions for purposes and in accordance with the processes authorized by law. Provider shall, upon request, provide a reasonably available, suitable work area, and (for a mutually agreeable charge) copying capabilities, and access to Provider's personnel, to facilitate such an
audit or review. Such access shall be provided for a period of ten (10) years from the end of the Term of this Agreement or from the date of completion of any audit, whichever is later.

Compliance with CMS Managed Care Rules; OASIS Rules, Patient Rights Condition of Participation

Provider shall comply with such requirements of 42 CFR 438.6 Managed Care Contract Requirements, as are applicable to the services Provider provides under this Agreement. Provider shall comply with such requirements, if any, of 42 CFR 484 et seq (Home Health Services regarding OASIS reporting and patient notice requirements for skilled Home Health Agency services) as may be applicable to the services hereunder. Provider shall comply with the applicable provisions, if any, of the Patient Rights Condition of Participation that hospitals must meet to continue participation in the Medicaid program pursuant to 42 CFR Part 482.

Compliance with Applicable Laws

Provider shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement and all as amended from time to time. Provider expressly agrees to comply with: (I) Title VI of Civil Rights Act of 1964; (II) Section V of the Rehabilitation Act of 1973; (III) Title II of the Americans with Disabilities Act of 1990 and ORS 659A.145 (public access to persons with disabilities); (IV) all regulations and administrative rules established pursuant to the foregoing laws; (V) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations; and (VI) the laws specified in DMAP Agreement Exhibit E (I) ("Miscellaneous Federal Provisions").

Clean Water

Each party shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR part 15), which prohibit the use of facilities included on the EPA list of violating facilities.

Energy Efficiency

Each party shall comply with any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act 42 USC 6201, et seq.

Equal Opportunity

To the extent applicable, each party shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR part 60).
Lobbying

Provider certifies to the best of Provider's knowledge and belief that no federal appropriated funds have been paid or shall be paid, by or on behalf of Provider, 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 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. Provider agrees that if any funds other than federal appropriated funds have been paid, or shall 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 or a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

Fraud and Abuse

Provider shall comply with YCCO’s Fraud and Abuse policies under DMAP Agreement to cooperate with all processes and procedures of fraud and abuse investigations, reporting requirements, service verification and related activities by Provider, the OHS or the Department of Justice Medicaid Fraud Control Unit. Provider shall review the Office of Inspector General (OIG) and General Services Administration (GSA) exclusions lists upon initially hiring and annually thereafter to ensure that any employee or manager responsible for administering or delivering services hereunder is not excluded from Federal healthcare programs. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all Federal healthcare programs and the Provider shall take appropriate corrective actions.

Resource Conservation and Recovery

Each party shall 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 USC 6901, et. seq.). Section 6002 of that Act (codified at 42 USC 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 Parts 247.

Drug-Free Workplace

Provider certifies that it will provide a drug-free workplace by publishing a statement ("Drug Free Policy") 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 Provider's workplace or while providing services to OHS clients. Provider's Drug Free Policy shall specify the actions that will be taken by Provider against its employees for violation of such prohibitions and shall establish a drug-free awareness program to inform its employees about the dangers of drug abuse in the
workplace; Provider'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; provide each employee to be engaged in
the performance of services under this Agreement a copy of the Drug Free Policy; notify each
employee that, as a condition of employment, the employee will abide by the terms of this
Drug Free Policy, and that employees must notify the Provider of any criminal drug statute
conviction for a violation occurring in the workplace no later than five (5) days after such
conviction; that Provider shall notify OHS within ten (10) days after receiving notice from an
employee or otherwise receiving actual notice of such conviction; that Provider shall 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; that Provider shall make a good-faith effort to continue a drug-free
workplace; and that neither Provider nor any of Provider's employees, officers, agents or
subcontractors may provide any service required under this Agreement while under the
influence of illegal drugs, as defined by the Drug-Free Workplace Act.

Pro-Children Act; Elders; Disabled

Each party shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section
6081, et. seq.). Each party shall cooperate with all processes and procedures of child,
elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations,
and protective services. To the extent applicable, Provider shall comply with
all patient abuse reporting requirements and fully cooperate with the state of Oregon for
purposes of ORS 410.610, et. seq., ORS 419B.010, et. seq., ORS 430.735, et. seq., ORS
441.630, et. seq., and all applicable administrative rules.

Clinical Laboratory Improvements

In providing services hereunder, Provider shall use only laboratories that comply with the
Clinical Laboratory Improvement Amendments (CLIA) Act (42 CFR Part 493) Laboratory
Requirements and ORS 438 (Clinical Laboratories), which require that all laboratory testing
sites shall either have a CLIA certificate of waiver or a certificate of registration along with
a CLIA identification number. Provider shall use laboratories with certificates of waiver only
for the types of tests permitted under the waiver.

Advance Directives

Provider shall comply with, as applicable, the requirement of 42 CFR 489.100, et seq
"Advance Directives"; 42 CFR 422.128 "Information on Advance Directives"; and ORS
127.649 "Patient Self Determination Act." Provider shall maintain written policies and
procedures for advance directives for adult Members and provide to Members written
information regarding advance directives and their rights under Oregon law and their right
to file a complaint regarding noncompliance with advance directive requirements with
OHS.
Medicare

Provider shall comply with all applicable Medicare laws, regulations and CMS instructions.

Additional Provisions

Each party shall comply with the provision to provide notices of denials, reductions, discontinuation or termination of services or service coverage consistent with the requirements of OAR 410-141-0263, Notice of Action by a Prepaid Health Plan.
IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF YAMHILL
SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of an Order Establishing a Public  )
Hearing Date and Time to Consider the Vacation  )
Of a Segment of Old Station Road, County Road  )  BOARD ORDER 19-
#438, at the request of Dan Ramsey, Public Works  )
Docket RV-4-19  )

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON ("the Board") sat for the transaction of county business in formal session on December 19, 2019 Commissioners Richard L. "Rick" Olson, Mary Starrett and Casey Kulla being present.

IT APPEARING TO THE BOARD as follows:

A. Under ORS 368.341(c), a county governing body may initiate proceedings to vacate a public road under ORS 368.326-368.366 if: "(c) The owner of property abutting public property [in this case, a County Road] files with the county governing body a petition meeting the requirements of this section and requesting vacation of the public property that abuts the property owned by the person." Dan Ramsey (the "applicant") owns property abutting the section of Old Station Road under consideration, and requested that it be vacated, by petition delivered to the Public Works Department.

B. The petition submitted by the applicant included all of the information required by ORS 368.341. The applicant owns more than 60% of the property on both sides of the segment of road to be vacated. A hearing is required in this instance because the only other owner of abutting property objected to vacation of the segment of road under consideration. The objection was "based upon a lack of evidence that emergency vehicles would have effective entrance and egress to the area properties." Based on those concerns, the applicant consulted with fire officials and agreed to build and dedicate a turnaround capable of accommodating emergency vehicles, at the proposed northern terminus of what will become the "fire truck easement" along the northern side of Old Station Road following this vacation.

C. Ordinance 625 provides that the county will follow vacation procedures established in ORS Chapter 368.

D. ORS 368.346 provides that, when a vacation proceeding has been initiated under ORS 368.351:

"The county governing body shall direct the county road official to prepare and file with the county governing body a written report containing the following:

(a) A description of the ownership and use of the property proposed to be vacated;
(b) An assessment by the county road official of whether the vacation would be in the public interest; and

(c) Any other information required by the county governing body.”

E. ORS 368.401 to 368.426 contains requirements for service, posting and publication of notice of a hearing concerning the vacation of a public road. Ordinance 625 states that, upon the receipt of the report and the return of any referrals, the Board shall consider whether initiation of vacation proceedings is “appropriate or in the best interest of the citizens of Yamhill County.”

F. Pursuant to state law, all adjacent property owners will be provided written notice at least 30 days prior to the hearing; notice will be posted at the southern end of the segment of road in question and at the entrances to Old Station road at 99W, “plainly visible” from a traveled public road; and notice will be published in the Yamhill Valley News-Register once at least 20 days before the hearing, and once within 10 days.

G. The Board will accept written testimony regarding the proposal before and during the public hearing, and oral testimony at the hearing and, if it concludes that the vacation request is in the public interest, will adopt an Order vacating the segment of Old Station Road under consideration. NOW, THEREFORE,

IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

1. A hearing will be held before the Board regarding a proposal to vacate a segment of Old Station Road described in the attached Exhibit “A,” at 10:00 a.m. on January 23, 2020, in Room 32 of the Yamhill County Courthouse, 535 NE Fifth Street, McMinnville, Oregon.

2. County staff shall serve, post and publish notice of the hearing prior to the hearing, in accordance with law.

DONE at McMinnville, Oregon on December 19, 2020.

ATTEST

YAMHILL COUNTY BOARD OF COMMISSIONERS

BRIAN VAN BERGEN
County Clerk

Chair

RICHARD L. “RICK” OLSON

Deputy Carolina Rock

Commissioner

MARY STARRETT

FORM APPROVED BY:

Timothy S. Sadlo
Senior Assistant County Counsel

Commissioner

CASEY KULLA
Road Vacation Map for:
Dan Ramsey

Location: SE 1/4 Section 5, T. 5 S., R. 4 W., WM., Yamhill County, OR

Tax Lot: 5405 - 1201, 1300

Date: 31 OCTOBER 2019

Exhibit "__"

Scale: 1" = 200'

APPROXIMATE VACATION AREAS
WESTERLY PORTION: 0.64 ACRES ±
EASTERLY PORTION: 0.59 ACRES ±

= Portion of roadway
being vacated

SW CORNER PARCEL 1 OF
PT 1990 - 29

PROPOSED FIRE
TRUCK TURNAROUND
EASEMENT

Line Table

<table>
<thead>
<tr>
<th>LINE</th>
<th>BEARING</th>
<th>DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>N 08°37'00&quot; E</td>
<td>42.85'</td>
</tr>
<tr>
<td>L2</td>
<td>S 60°21'30&quot; E</td>
<td>95.73'</td>
</tr>
<tr>
<td>L3</td>
<td>S 29°38'30&quot; E</td>
<td>80.00'</td>
</tr>
<tr>
<td>L4</td>
<td>S 60°21'30&quot; E</td>
<td>80.00'</td>
</tr>
<tr>
<td>L5</td>
<td>S 29°38'30&quot; W</td>
<td>80.00'</td>
</tr>
<tr>
<td>L6</td>
<td>S 63°49'15&quot; W</td>
<td>48.35'</td>
</tr>
<tr>
<td>L7</td>
<td>N 60°21'30&quot; W</td>
<td>80.00'</td>
</tr>
</tbody>
</table>

BY: LELAND MACDONALD & ASSOC., LLC
FORMERLY DBA MATT DUNCKEL & ASSOC.
3765 RIVERSIDE DRIVE
MCMINNVILLE, OREGON 97128
PHONE: 503-477-7404
FAX: 503-472-0367
EMAIL: LEE@MACDONALDSURVEYING.COM

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
January 16, 2002
LELAND A. MACDONALD
53226

Renews 31 December 2020

#9121
Description of real property for: DAN RAMSEY – Vacation of a portion of Old Station Road southerly of Tax Lot 5405 – 1201.

A 40 foot wide strip of land located in Section 5, Township 5 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, the perimeter of said strip being more particularly described as follows:

BEGINNING at the southwest corner of Parcel 1 of Yamhill County Partition 1990 – 29, being a point on the northerly margin of OLD STATION ROAD (County Road No. 438); thence South 60°21’30” East 665.73 feet to a corner in said north margin of said road; thence leaving said north margin South 63°49’15” West 48.35 feet to a corner in the southerly margin of said road, being the northeast corner of Parcel 3 of Yamhill County Partition No. 2017 – 09; thence North 60°21’30” West 623.19 feet along the southerly margin of said road to the northwest corner of Parcel 2 of said Partition No. 2017 – 09; thence North 08°37’00” East 42.85 feet to the POINT OF BEGINNING, containing 0.59 acres of land, more or less, as shown on a map attached hereto and made a part thereof.

END DESCRIPTION
1 November 2019

Description of real property for: DAN RAMSEY – Fire Truck Turnaround easement over and across Tax Lot 5405 – 1201.

An easement for emergency vehicle access, being a tract of land located in Section 5, Township 5 South, Range 4 West, of the Willamette Meridian, Yamhill County, Oregon, the perimeter of said tract being more particularly described as follows:

Commencing at the southwest corner of Parcel 1 of Yamhill County Partition No. 1990 – 29, being a point on the northerly margin of OLD STATION ROAD (County Road No. 438); thence South 60°21'30" East 95.73 feet along said northerly margin and the south line of said Parcel 1 to the POINT OF BEGINNING; thence North 29°38'30" East 80.00 feet; thence South 60°21'30" East 80.00 feet; thence South 29°38'30" West 80.00 feet to a point on said northerly margin and said south line; thence North 60°21'30" West 80.00 feet to the POINT OF BEGINNING, containing 6,400 square feet of land, more or less, as shown on a map attached hereto and made a part thereof.

END DESCRIPTION
NOTICE OF PUBLIC HEARING

(Vacation of a Segment of Old Station Road, a County Road)

NOTICE IS HEREBY GIVEN that the Yamhill County Board of Commissioners will hold a public hearing on Thursday, January 23, 2020, at 10:00 a.m. in Room 32 of the Yamhill County Courthouse, 535 NE 5th Street, McMinnville, Oregon to consider the following matter under ORS 368.326-ORS 368.366:

Yamhill County’s vacation of the northernmost approximately 1,250 feet of Old Station Road, County Road #438

An order setting the public hearing was adopted on December 20, 2019. The order is available for review at the Board’s offices at 434 NE Evans Street, McMinnville, Oregon during regular business hours (8:00 a.m. to 5:00 p.m.).

Interested persons may attend the public hearing and offer oral or written testimony to assist the Board in making a decision. Written testimony may also be submitted to the Board for its consideration at the above address at any time before the hearing. Questions can be addressed to Todd Sadlo, Senior Assistant County Counsel, at 503-434-7502 or to Bill Gille, County Engineer, at 503-434-7515.

DATED: December 19, 2019.

Christian Boenisch
Yamhill County Legal Counsel

PUBLICATION: In accordance with ORS 368.411, this notice is being posted in at least three places in Yamhill County, on or in the vicinity of the proposed road vacation and plainly visible from a traveled public road.
NOTICE OF PUBLIC HEARING

(Vacation of a Segment of Old Station Road, a County Road)

NOTICE IS HEREBY GIVEN that the Yamhill County Board of Commissioners will hold a public hearing on Thursday, January 23, 2019 at 10:00 a.m. in Room 32 of the Yamhill County Courthouse, 535 NE 5th Street, McMinnville, Oregon to consider the following matter under ORS 368.326-ORS 368-366:

Yamhill County’s vacation of the northernmost approximately 1,250 feet of Old Station Road, County Road #438

An order setting the public hearing was adopted December 19, 2019 and is available for review in the Board’s offices at 434 NE Evans Street, McMinnville, Oregon during regular business hours.

Interested persons may attend the public hearing and offer oral or written testimony to assist the Board in making a decision. Written testimony may also be submitted to the Board for its consideration at the above address at any time before the hearing. Questions can be addressed to Todd Sadlo, Senior Assistant County Counsel, at 503-434-7502 or to Bill Gille, County Engineer; at 503-434-7515.

DATED: December 19, 2019.

Christian Boenisch
Yamhill County Legal Counsel

PUBLICATION DATES: December 27, 2019; January 14, 2019
Mid-Willamette Valley Area Commission on Transportation
A local advisory body chartered by the Oregon Transportation Commission

November 25, 2019

Rick Olson, Chair
Yamhill County Board of Commissioners
535 NE 5th Street
McMinnville, OR 97128

Dear Chair Olson:

Appointments to Mid-Willamette Valley Area Commission on Transportation (MWACT)

According to MWACT bylaws, appointments to MWACT are for a two-year term. Yamhill County has three representatives whose terms expire at the end of December 2019.

1. Commissioner Rick Olson representing the Board of Commissioners;
2. Cynthia Thompson representing the Yamhill County Transit Area (YCTA); and
3. Ken Wright representing the Yamhill County Private Sector position.

MWACT meetings are normally held on the first Thursday of each month, as needed, at 3:30 p.m. in the conference room at the MWVCOG offices at 100 High St. SE, Suite 200; Salem, OR. Agendas are mailed one week prior to the meeting.

Please let us know who your representatives will be beginning January 2020. If you have any questions, please call Mike Jaffe at the Council of Governments at 503-540-1606 or Dan Fricke at 503-986-2663.

Respectfully,

Michael Jaffe
MWVCOG Transportation Planning Director

MJ:lm

cc: Ken Woods, Jr., MWACT Chair
John Huestis, ODOT
Dan Fricke, ODOT

h:\transport\MWACT\recruitment\evenyears\2019\yamhill2019.doc
December 17, 2019

Yamhill County Board of Commissioners
535 5th St. NE
McMinnville, OR 97128

Regarding: Yamhill County Economic Development Advisory Council's revised recommendation for participants in the 2019-2020 Start-up Grant Review and Recommendation Committee

Dear Board of Commissioners;

The Yamhill County Economic Development Advisory Council (EDAC) has selected the following members to participate in the 2019-2020 Start-up Grants Review and Recommendation Committee:

**Mike White**
Mid-Valley Venture Catalyst for Oregon Entrepreneur’s Network (OEN)
Entrepreneur

**Omar Alvarado**
SBDC Business Development Consultant
Entrepreneur

**Angie Oven**
SBDC Business Development Consultant
Entrepreneur

**Shannon Buckmaster**
President/CEO, Chehalen Valley Chamber of Commerce (CVCC)
Entrepreneur

**Scott Cooper**
Executive Director, McMinnville Economic Development Partnership (MEDP)
Economic Development Practitioner

**Gioia Goodrum**
President/CEO, McMinnville Chamber of Commerce
*BOC Recommendation
Alternate
Jose Gonzalez
Entrepreneur
Owner – La Familia Cider Company

These proposed committee members have been informed of the duty and process for participation and look forward to supporting the 2019-2020 grant review process for Yamhill County.

Thank you for your consideration,

Abisha Stone
Yamhill County BRE Manager, SEDCOR & EDAC Representative
Hi Mary and Ken,

Attached is amendment #5 to our agreement with Champion Team (BO 15-23) to provide peer-led services effective January 1, 2020 through December 31, 2020. If approved, this amendment extends the agreement through December 31, 2020 and adds $140,097 to the not to exceed amount. This amount is included in our Health and Human Services 2019-2020 Adopted Budget.

Consumer Run Organizations and peer to peer connections provide a meaningful alternative to professional supports and services for some Yamhill Community Care Organization (YCCO) members, and for some individuals it prevents them from accessing higher cost care models outside of our local communities. Champion Team has made several improvements to their model in the past year and they have also worked to diversify their funding streams. Champion provides a unique service within our community and we are fortunate to have their compassionate presence and support for some of our most vulnerable residents.

I recommend the Board approve this amendment as written. Please let me know if you have any questions.

Carolina/Keri, please place this amendment as an add-on item to this week’s Board Agenda if Ken approves; waiting until the next combined Board meeting will delay payment to the provider. The signed original will be coming over through interoffice mail. Suggested Board Agenda language:

“Approval of amendment #5 to the agreement between Yamhill County Health and Human Services and Champion Team for $140,097 effective from January 1, 2020 through December 31, 2020.”

Thanks,

Silas Halloran-Steiner
Director, Yamhill County Health and Human Services Department
Phone: (503) 434-7523
Cell: (503) 435-7572
Fax: (503) 434-9846
627 NE Evans
McMinnville, OR 97128

Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

Our Mission: To promote the public’s physical, emotional and social well-being through services, prevention, education, and partnerships.
FIFTH AMENDMENT TO AGREEMENT
FOR PEER LED SERVICES
CHAMPION TEAM

THIS FIFTH AMENDMENT TO AGREEMENT ("Amendment #5") is made effective January 1, 2020 between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs ("County") and Champion Team ("Contractor"), an Oregon nonprofit corporation, PO Box 1634, 1300 NW Adams Street, Suite B, McMinnville, OR 97128.

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of January 29, 2015 (the "Underlying Agreement"), pursuant to which Contractor provides peer support services. The Underlying Agreement is memorialized in Yamhill County records as Board Order ("BO") 15-23. The Underlying Agreement was first amended on January 20, 2016, memorialized as BO 16-07 ("Amendment #1"). The Underlying Agreement was further amended on December 21, 2016, memorialized as BO 16-526 ("Amendment #2"), December 21, 2017, memorialized as BO 17-510 (Amendment #3) and on December 13, 2018, memorialized as BO 18-447 (Amendment #4).

B. County and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 1 "Effective Date" of the Underlying Agreement as last amended by Amendment #4 is hereby amended to extend the term of the agreement through December 31, 2020.

2. Section 2 "Contractor’s Services" of the Underlying Agreement as last amended by Amendment #4 is hereby amended to include the Scope of Services as detailed in “January-December 2020 Peer-Led Proposal" which is attached hereto as Exhibit A and which is incorporated herein by this reference.
3. The balance of Section 2 of the Underlying Agreement as last amended by Amendment #4 remains unchanged.

4. Section 6 “Payment of the Contract” of the Underlying Agreement as last amended by Amendment #4 is hereby amended to include the following:

5. **A. Compensation for Services.** As compensation for performing the Services required by Exhibit A, following receipt and approval of billing documents, Contractor shall receive a monthly payment of $11,674.75 per month for the period of January 1, 2020 through December 31, 2020. The maximum amount payable under this Agreement for the period of January 1, 2020 through December 31, 2020 is $140,097.00. The maximum amount payable for performance of Services under this Agreement is now $852,237.60.

6. The remainder of Section 6 of the Underlying Agreement as last amended by Amendment #4 remains unchanged.

7. The balance of the Underlying Agreement remains unchanged.

8. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #5, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.

9. **Authority.** County and Contractor and each of the persons executing this Amendment #5 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #5 and has taken all action required to authorize such party (and each person executing this Amendment #5 on behalf of such party) to enter into this Amendment #5, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

10. **Binding Effect.** All of the covenants contained in this Amendment #5 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

11. **Counterparts.** This Amendment #5 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #5.

12. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #5 and are incorporated herein by this reference.
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #5 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

CHAMPION TEAM
By: Heather Hunter  
(signature)  
Date: 12/17/19  
Heather Hunter  
(printed name)
Executive Director  
(title)
Tax ID No.: 93-1327424

YAMHILL COUNTY, OREGON
RICHARD L. "RICK" OLSON, Chair  
Board of Commissioners  
Date: 
SILAS HALLORAN-STEINER, Director  
Department of Health & Human Services  
Date: 12/18/19
FORM APPROVED BY:
CHRISTIAN BOENISCH  
County Counsel  
Date: 

Champion Team  
Amendment 5
January-December 2020 Peer Led Proposal

**Exhibit A**

**Scope of Practice**

A. Champion Team is a peer-run organization developed to promote personal growth, recovery and wellness for adults in Yamhill County with mental diversity and co-occurring challenges of homelessness, addictions, and/or incarceration. Champion Team provides an environment for peer-run services at 1300 NW Adams St. Suite B. McMinnville, OR 97128.

B. The Board-of-Directors is being built up to be comprised of over 60% membership having lived experience with mental diversity and/or co-occurring challenges. Would like to have 40% of board members be local professionals and/or community members at large.

C. Champion Team has demonstrated capability by providing and creating ongoing peer support services. Champion Team is a hub-through the activities, peer led groups, peer support services and authentic interactions-individuals connect to the broader mental health community. Every effort is made to include the many community partners and resources Yamhill County provides.

D. Champion Team has provided support to many individuals that participated in one or more programs and/or services. The amount of people coming to the center remains steady. Champion Team tracks the number of individual participants with Oregon Health Plan. This data is reported quarterly to ensure performance and monitoring.

E. Champion Team plays an important role within the peer services and broader Yamhill County community. Champion Team is a low-barrier peer-run organization in Yamhill County with a drop-in center in addition to other services that compliment all the other local partners i.e. Yamhill County Behavioral Health, Provoking Hope, Project ABLE, Yamhill County Court programs, mental health providers, police/sheriff and parole/probation. Collaboration with partners include the sharing of resources and services provided to benefit Oregon Health Plan recipients.

F. Champion Team is managing the Car Park Program

G. **Blessings Too** provides clothing to Champion Team members and the community at large. We get donations regularly.

H. Provide food for members daily (food provided by Salvation Army and WinCo.) There are several churches that bring food by weekly.

I. DDA meetings are held at Champion Team four times a week

J. Women’s Empowerment Support Series-several groups throughout the week are focused on Women’s Empowerment.

K. Working with the Municipal Court in their “Hand Up” program, where people have a chance to have their charges dropped if they participate in a questionnaire with Champion Team staff.

L. Give a Little gave Champion Team $1,500 to purchase supplies for four groups

M. Partnering with Provoking Hope on the O.N.E. Program. The stationary site is at Champion Team.

**Proposed Projects**

1. Possible move to Suite C when MVA moves to their new location, the landlord has already approved the move

2. Continue researching and applying for outside funding sources.

3. Working with Virginia Garcia to bring their mobile medical unit to Champion Team to meet our population where they feel safe.

4. Applied for Chip Grant for $16,000 from the CCO for a travel program Champion Team created.

2215 NE McDonald Lane • P.O. Box 1634 McMinnville, OR 97128 • Phone: (503)474-4600 • Fax: (503)474-4600
5. Formal Wear Borrow and Wear Program - for teens that cannot afford formal wear for their prom/winter dances. Everything is inventoried and categorized, checked out/in.

6. Wedding Formal Wear – Champion Team was gifted 100's of gowns, formals, tuxedo's, dresses, shoes etc. for people that cannot afford wedding attire for their special day. It is freely given for them to keep.

**Drop-In Center Operations**

- The drop-in center is located at 1300 NW Adams – Suite B in McMinnville provides Champion Team with large meeting facilities, a reception and waiting area, kitchen, social room, relaxation room, resource room with two computers, all purpose room, one bathrooms/two toilets, a supply closet, two offices, two large basements: spaces. The request to support our facilities is a monthly amount of $2300 for rent and $300 in utilities.

- To continue operating at our seven day a week schedule, we always need to have two staff on the floor for safety and to accommodate growth, mental health crisis, and other unexpected events. In 2020 Champion Team will employ an Executive Director FTE, PSS/Assister FTE, two PSS/Life Enrichment PTE, two Easter Sea's Participants at 24 hrs. each, bookkeeper (PSS) PTE, Jobs+ participant (to go through PSS training) FTE

- Grants and donations will be used to fund groups, projects, art supplies and outings.

<table>
<thead>
<tr>
<th>Operation Expenses</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td></td>
<td>25,121</td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Insurance</td>
<td>General Liabilities, B&amp;O Insurance</td>
<td>5,000</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>QuickBooks, PO Box Rental, Microsoft Office</td>
<td>1,500</td>
</tr>
<tr>
<td>Business Fee</td>
<td>Annual Report, OR Tax</td>
<td>400</td>
</tr>
<tr>
<td>Supplies</td>
<td>$500 per month</td>
<td>6,000</td>
</tr>
<tr>
<td>Mileage</td>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>Dues and Membership</td>
<td>Mac Chamber of Commerce</td>
<td>350</td>
</tr>
<tr>
<td>Overhead Expenses</td>
<td></td>
<td>2,500</td>
</tr>
<tr>
<td><strong>Total Operation</strong></td>
<td></td>
<td>46,871</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personnel</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bookkeeper</td>
<td>10 hrs at $12.50/hr.</td>
<td>6,500</td>
</tr>
<tr>
<td>2 Part time Peer Support Specialists</td>
<td>49Hrs/W</td>
<td>33,297</td>
</tr>
<tr>
<td>Administration Assistant</td>
<td>35Hrs/W at $12.75</td>
<td>23,205</td>
</tr>
<tr>
<td>50% of Executive Director salary</td>
<td>40Hrs. At $20.44/hr.</td>
<td>21,258</td>
</tr>
<tr>
<td>Payroll Tax</td>
<td>Payroll Tax at $11</td>
<td>8,966</td>
</tr>
<tr>
<td><strong>Total Personnel</strong></td>
<td></td>
<td>93,226</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td></td>
<td>140,097</td>
</tr>
</tbody>
</table>