



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 28, 2023

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall St - Bend

(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. To view the meeting via Zoom, see below.

Citizen Input: The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing citizeninput@deschutes.org or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

Zoom Meeting Information: This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting from a computer, copy and paste this link: bit.ly/3h3oqD.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *6 to indicate you would like to speak and *9 to unmute yourself when you are called on.



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, call (541) 388-6572 or email brenda.fritsvold@deschutes.org.

Time estimates: The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

Note: In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.

CONSENT AGENDA

1. Approval of an agreement with the US Forest Service to fund the Oregon Living With Fire program for another five years
2. Approval of Board Order No. 2023-025 cancelling uncollectible personal property taxes in the amount of \$53,621.57
3. Approval of Minutes of the June 16, 2023 BOCC Legislative Update

ACTION ITEMS

4. **9:10 AM** Mary Anderson 25-year service award
5. **9:15 AM** Deschutes County District Attorneys' Association Collective Bargaining Agreement
6. **9:25 AM** Public Hearing: Remand of LBNW LLC Plan Amendment and Zone Change application 247-21-000881-PA, 882-ZC (247-23-000398-A)
7. **10:15 AM** Public Hearing: Application for 2023 Community Development Block Grant
8. **10:30 AM** Oregon Health Authority grant agreement #180009 for Public Health
9. **10:40 AM** Award of agreement with Parametrix for sole source Solid Waste Management Facility Siting Phase II consulting services
10. **10:55 AM** Intergovernmental Agreement between Deschutes County and the Oregon Judicial Department for Courthouse Improvements

- [11.](#) **11:10 AM** Resolution 2023-040 establishing Solid Waste Disposal Fee Waivers for Fiscal Year 2024
- [12.](#) **11:20 AM** CORE3 project land use entitlement applications
- [13.](#) **11:30 AM** Contract with Central Oregon Bio Solutions for property clean-ups on an as-needed basis
- [14.](#) **11:40 AM** Deliberations on the Griffin/Renfro Plan Amendment and Zone Change for approximately 40 acres one mile east of the City of Bend

LUNCH RECESS

OTHER ITEMS

These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.

EXECUTIVE SESSION

At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

15. Executive Session under ORS 192.660 (2) (d) Labor Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Approval of an agreement with the US Forest Service to fund the Oregon Living With Fire program for another five years

RECOMMENDED MOTION:

Move approval of County Administrator signature of Document No. 2023-402, a five-year agreement with the Forest Service providing funding for the Oregon Living With Fire program.

BACKGROUND AND POLICY IMPLICATIONS:

The Forest Service has provided funding for the Oregon Living With Fire (OLWF) program for the last five years. On May 31, 2023, that agreement ended; the new five year agreement will begin June 29, 2023 and end on June 29, 2028. In the previous agreement, the Forest Service provided \$35,065 annually for a total of \$175,325. The new agreement provides \$60,000 per year for a total value of \$300,000. The program has the flexibility of exceeding the annual allocation as long as the total amount is not exceeded. There is a match requirement that will be easily accomplished using the funds from the four county agreement.

BUDGET IMPACTS:

\$300,000 grant with match requirements the next five years.

ATTENDANCE:

Joe Stutler, Deschutes County Senior Advisor and OLWF Contract Administrator
Jodie Barram and Jennifer Fenton, Co-Coordiators



FS Agreement No. 23-PA-11060100-027

Cooperator Agreement No. _____

**PARTICIPATING AGREEMENT
Between
DESCHUTES COUNTY
And The
USDA, FOREST SERVICE
DESCHUTES NATIONAL FOREST
AND
OCHOCO NATIONAL FOREST**

This PARTICIPATING AGREEMENT is hereby entered into by and between Deschutes County, hereinafter referred to as “Deschutes County,” and the United States Department of Agriculture (USDA), Forest Service, Deschutes and Ochoco National Forests, hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended.

Background:

The United States Congress Federal Land Assistance, Management, and Enhancement (FLAME) Act called for strategies to address the current and future wildland fire threat to communities and natural resources which includes the development of a national cohesive wildland fire management strategy. In 2014, The National Cohesive Wildland Fire Strategy (changed to Cohesive Strategy in 2023) was initiated.

“The National Cohesive Strategy is the result of an ongoing partnership that is providing us with a collaborative roadmap for how we better work together across federal, tribal, state, and local governments and with our NGO partners, to effectively manage landscapes,” said Secretary Jewell. Relying on a science-based approach to managing risks, this effort embodies the type of intergovernmental coordination that citizens and communities expect. The framework provided will help guide informed policy and decision-making while increasing our resilience and sustaining our resources.

In the following years since the 2018 Central Oregon Cohesive Strategy Initiative Agreement was put in place, the National Cohesive Wildland Fire Management Strategy has seen several new national initiatives, plans, or phases of the original to include a 2023 Addendum Update. This Cohesive Strategy Addendum Update, spotlights wildland fire critical emphasis areas and challenges that were not identified or addressed in depth in the 2014 National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) framework. It includes enhanced strategic direction and approved modifications to address the identified areas and challenges to Cohesive Strategy implementation over the decades to come.



These critical emphasis areas and key challenges to implementing the Cohesive Strategy identified and examined for the Addendum Update report, led to the following enhancements to the vision and goal statements in the original 2014 strategy.

Updated Vision statement:

- To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and collectively, learn to live with wildland fire.

Updated Goals:

- Resilient Landscapes - Landscapes, regardless of jurisdictional boundaries are resilient to fire, insect, disease, invasive species, and climate change disturbances, in accordance with management objectives.
- Fire Adapted Communities - Human populations and infrastructure are as prepared as possible to receive, respond to, and recover from wildland fire.
- Safe, Effective, Risk-based Wildfire Response - All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

“It is no longer a matter of if a wildfire will threaten many western communities in these landscapes, it is a matter of when,” said Secretary Vilsack. “The need to invest more and to move quickly is apparent.”

The establishment of this agreement for Oregon Living With Fire (OLWF) provides for direction, leadership, and coordination toward the implementation of the Cohesive Strategy. The Wyden Amendment allows conducting activities on public or private lands for the following purposes:

- Protection, restoration, and enhancement of fish and wildlife habitat and other resources,
- Reduction of risk for natural disaster where public safety is threatened, or
- A combination of both.

Title: Oregon Living With Fire

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties for watershed restoration and community protection efforts to meet the intent of the United States Congress’ FLAME Act and Cohesive Strategy, in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The objective of this cooperative project aligns with United States Congress FLAME Act, the Cohesive Strategy and the Chief of the U.S. Forest Service direction. The implementation of this agreement will assist in addressing fuels reduction to protect and enhance critical watersheds, provide for forest resiliency, and increase our ability for an integrated response with cooperators and partners to protect the public.

The objective of this cooperative project aligns with Deschutes County’s, dedication to the Cohesive Strategy approach to forest and watershed health and resiliency, fire adapted communities and a cooperative approach to initial response to wildfire. Deschutes County has an economic interest in maintaining and enhancing our National Forests and Grasslands through collaborative processes that make Central Oregon a more desirable location to live and work. In addition, Deschutes County has an interest to protect its citizens and support efforts to integrate response to wildland fire in a fire adapted ecosystem.

As described, the establishment of OLWF will benefit the mission of the U.S. Forest Service and address the interests of Deschutes County. The parties have a common interest in improving current watershed health, and fire and fuels conditions within multiple counties in Central Oregon. The establishment of the coordinator will provide a platform to integrate in a collaborative way across county lines at a landscape scale, and also to inform and educate the public of the benefits of the Cohesive Strategy. This includes addressing land and resource management issues such as forest health and resiliency and watershed enhancement, while providing local opportunities for communities to be better informed and prepared for wildland fire in the fire adapted ecosystems and enhance the cooperative wildland fire response in Central Oregon.

In consideration of the above premises, the parties agree as follows:

III. Deschutes County SHALL:

- A. LEGAL AUTHORITY. Deschutes County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Serve as the fiduciary agent for Crook, Jefferson and Klamath Counties and their shared interest or representation in all manners pertaining to this agreement.
- A. Work towards developing projects on and off U.S. Forest Service lands as they fit with the Cohesive Strategy Plan. Projects will be recorded through separate appropriate agreements.



- C. Provide a Program Administrator for oversight. Coordinator(s) will also be provided by Deschutes County via contractual services, for OLWF to implement the tasks described below. The Program Administrator and Coordinator(s) will be responsible for:
- Networking and building relationships with OLWF stakeholders, partners, agencies, and organizations implementing the Cohesive Strategy.
 - Facilitating and implementing the program of work as determined by Deschutes County, through consultation of the Steering Committee that includes U.S. Forest Service representation.
 - Coordinate steering committee meetings.
 - Maintain administrative actives and facilitate the day-to-day business of the OLWF.
 - Attend collaborative meetings that support Federal/Local Cohesive Strategy implementation efforts.
 - Participate in the monthly meetings for the Western Region of the Cohesive Strategy as a Representative of OLWF.
 - Create and maintain an interactive web presence for OLWF, U.S. Forest Service, the steering committee, as well as stakeholders and public.
 - Serve as the administrator for the Central Oregon Fire Information website and the OLWF website, including the coordination of all stakeholders regarding roles and responsibilities.
 - Facilitate development of Learning Laboratories to share experiences, provide local guidance, communicate success stories, and provide opportunities for lessons learned.
 - Create and maintain social communications efforts such as Facebook, Twitter, and a regular e-Newsletter to be distributed to partners, cooperators, and the public.
 - Document success stories/lessons learned and share with the steering committee, stakeholders, and the public.
 - “Tell the Story” of all federal, state, local government, and public stakeholders of why and how the Cohesive Strategy is implemented within the OLWF landscape.
 - OLWF will be the strategic convener for cross boundary collaboration.
 - Facilitate development of performance measures and monitoring information to assess effectiveness and accountability of OLWF efforts to implement the Cohesive Strategy.
 - Attend and present at appropriate conferences and meetings.

IV. THE U.S. FOREST SERVICE SHALL:

- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Deschutes County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$300,000.00 as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure



payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Deschutes County’s Annual invoice. Each invoice from Deschutes County shall display the total project costs for the billing period, separated by U.S. Forest Service and Deschutes County’s share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Deschutes County’s full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. Deschutes County’s name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Deschutes County’s share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by “reimbursement”
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Kevin Robinson at kevin.l.robinson@usda.gov and Trisha Wardlow at trisha.wardlow@usda.gov

- C. Be an active participant on the OLWF Steering Committee to provide oversight and ensure alignment of U.S. Forest Service policy and direction in support of the Cohesive Strategy.
- D. Provide administrative support, as needed, for this agreement.



- E. Provide information, as requested, that contributes to meeting the intent of the Cohesive Strategy.
- F. Work towards developing projects on and off U.S. Forest Service lands as they fit with the Cohesive Strategy Plan. Projects will be recorded through separate appropriate agreements.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Joe Stutler 61150 SE 27 th Street Bend, OR 97702 Telephone: 541-408-6132 Email: joe.stutler@deschutes.org	Robert Tintle 1300 NW Wall Street Bend, OR 97701 Telephone: 541-388-6559 Email: robert.tintle@deschutes.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Kevin Robinson 3160 NE Third Street Prineville, Oregon 97754 Telephone: 209 770-8627 Email: kevin.l.robinson@usda.gov	Trisha Wardlow 63095 Deschutes Market Road Bend, OR 97701 Telephone: 541-780-4651 Email: trisha.wardlow@usda.gov
	U.S. Forest Service Agreement Contact
	Lana Cruz Grants Management Specialist Email: lane.cruz@usda.gov

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Deschutes County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.



To Deschutes County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Deschutes County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Deschutes County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Deschutes County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Deschutes County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Deschutes County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. Deschutes County agree(s) that any of Deschutes County’s employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Deschutes County has hereby willingly agreed to assume these responsibilities.

Further, Deschutes County shall provide any necessary training to Deschutes County’s employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Deschutes County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public



- assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- I. **ELIGIBLE WORKERS.** Deschutes County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Deschutes County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Deschutes County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. **STANDARDS FOR FINANCIAL MANAGEMENT.**
- 1. Financial Reporting**
- Deschutes County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
- 2. Accounting Records**
- Deschutes County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
- 3. Internal Control**
- Deschutes County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Deschutes County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.



4. Source Documentation

Deschutes County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. OVERPAYMENT. Any funds paid to Deschutes County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Deschutes County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to Deschutes County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- M. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination Deschutes County shall close out the agreement.

Any unobligated balance of cash advanced to Deschutes County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Deschutes County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.



N. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Deschutes County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Deschutes County’s final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Deschutes County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Deschutes County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

P. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).



- Q. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- R. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Deschutes County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

“U.S. Forest Service, U.S. Department of Agriculture”

Deschutes County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Deschutes County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- S. FUNDING. Federal funding under this agreement is not available for reimbursement of Deschutes County’s purchase of equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.

- T. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Deschutes County’s established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Deschutes County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Deschutes County is/are encouraged to utilize small businesses, minority-owned firms, and women’s business enterprises.

- U. GOVERNMENT-FURNISHED PROPERTY. Deschutes County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Deschutes County shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the



property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, Deschutes County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or Deschutes County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Deschutes County’s managerial personnel. Deschutes County’s managerial personnel, in this provision, means Deschutes County’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Deschutes County’s business; all or substantially all of Deschutes County’s operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Deschutes County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Deschutes County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. Deschutes County shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, Deschutes County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Deschutes County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Deschutes County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Deschutes County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by Deschutes County or more severe enforcement action by the U.S. Forest Service;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current agreement for Deschutes County's program;
 - 4. Withhold further awards for the program, or
 - 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

- Y. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
 - 1. When the U.S. Forest Service and Deschutes County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 - 2. By 30 days written notification by Deschutes County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



Upon termination of an agreement, Deschutes County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Deschutes County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Deschutes County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- Z. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- AA. DEBARMENT AND SUSPENSION. Deschutes County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Deschutes County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- BB. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.



The authority and format of this agreement (23-PA-11060100-027) have been reviewed and approved for signature.

LANA CRUZ
Digitally signed by LANA CRUZ
Date: 2023.06.15 07:25:44 -07'00'

LANA CRUZ
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Exhibit: A

USFS Agreement No.: 23-PA-11060100-027
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$81,476.50	\$0.00	\$36,000.00	\$0.00	\$117,476.50
Travel	\$0.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00
Other	\$0.00	\$300,000.00	\$193,715.00	\$0.00	\$493,715.00
Other					\$0.00
Subtotal	\$81,476.50	\$300,000.00	\$287,215.00	\$0.00	\$668,691.50
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$12,221.48				\$12,221.48
Total	\$93,697.98	\$300,000.00	\$287,215.00	\$0.00	\$680,912.98
Total Project Value:					\$680,912.98

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 57.82%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 42.18%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation				
Job Description		Cost/Day	# of Days	Total
FS Program Manager		\$326.43	25.00	\$8,160.75
Ochoco Forest Supervisor		\$724.33	35.00	\$25,351.55
Deschutes Forest Supervisor		\$743.27	35.00	\$26,014.45
Deschutes Fuels Program Manager		\$463.35	25.00	\$11,583.75
Ochoco Fuels Program Manager		\$414.64	25.00	\$10,366.00
Total Salaries/Labor				\$81,476.50

Travel

Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Total Travel				
				\$0.00

Equipment

Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Total Equipment				
				\$0.00

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Total Supplies/Materials				
				\$0.00

Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
Total Printing				
				\$0.00

Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
Total Other				
				\$0.00

Subtotal Direct Costs	\$81,476.50
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Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
15.00%	\$81,476.50		\$12,221.48
Total FS Overhead Costs			\$12,221.48

TOTAL COST	\$93,697.98
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Total Salaries/Labor					\$0.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Total Travel					\$0.00

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Total Equipment					\$0.00

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Total Supplies/Materials					\$0.00

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00
Total Printing					\$0.00

Other Expenses					
Standard Calculation					
Item		Cost per Day	# of Day		Total
Cohesive Strategy Coordinator (FS contribution towards the contractor)		\$600.00	500		\$300,000.00
Total Other					\$300,000.00

Subtotal Direct Costs	\$300,000.00
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Cooperator Indirect Costs					
Current Overhead Rate	Subtotal Direct Costs				Total
					\$0.00
Total Coop. Indirect Costs					\$0.00

TOTAL COST	\$300,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Hour	# of Hour	Total
Project Administrator		\$60.00	600.00	\$36,000.00
Total Salaries/Labor				\$36,000.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
County Meetings (2 night/trip)	2	\$500.00	20	\$20,000.00
Western Regional Meeting (5 nights)	2	\$1,500.00	5	\$15,000.00
WUI Conference-Reno (5 nights)	2	\$1,500.00	5	\$15,000.00
Total Travel				\$50,000.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Total Equipment				\$0.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Total Supplies/Materials				\$0.00

Printing				
Standard Calculation				
Paper Material		# of Years	Cost/Year	Total
Program of Work Docs and Brochures		5	\$1,500.00	\$7,500.00
Total Printing				\$7,500.00

Other Expenses				
Standard Calculation				
Item		# of Days	Cost per Day	Total
Cohesive Strategy Coordinator (Deschutes County contributions toward the contractor)		500	\$357.43	\$178,715.00

Non-Standard Calculation				
Website Maintenance (5 years)				\$15,000.00
Total Other				\$193,715.00

Subtotal Direct Costs	\$287,215.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$287,215.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$287,215.00
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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Approval of Board Order No. 2023-025 cancelling uncollectible personal property taxes in the amount of \$53,621.57

RECOMMENDED MOTION:

Move approval of Board Order No. 2023-025 cancelling uncollectible personal property taxes in the amount of \$53,621.57.

BACKGROUND AND POLICY IMPLICATIONS:

Personal property taxes are considered to be uncollectible when the cost of collection exceeds the amount of tax, or when it is no longer reasonable or feasible to pursue collection. It has been the County's procedure to cancel uncollectible personal property tax accounts once every year. The last cancellation was approved by the Board on June 13, 2022 in the amount of \$35,267.45.

BUDGET IMPACTS:

None.

ATTENDANCE:

Robert Tintle, CFO/Tax Collector-Finance/Tax
Judi Hasse, Deputy Tax Collector-Finance/Tax
Connie Heim, Accounting Technician-Finance/Tax



FINANCE DEPARTMENT

Date: June 28, 2023

To: Deschutes County Board of County Commissioners

From: Robert Tintle, Deschutes CFO/County Tax Collector
Judi Hasse, Deschutes County Deputy Tax Collector
David Doyle, Deschutes County Legal Counsel

RE: Request for Order to Cancel Uncollectible Personal Property Taxes

Your approval is requested to cancel \$53,621.57 in personal property taxes. On a percentage basis, the \$53,621.57 represents 0.40 % (.0040) of the personal and manufactured structure taxes levied in the 2022-23 tax year (\$11,927,281.84 and \$1,477,577.96 respectively).

A summary of prior cancellations by tax year is as follows:

2003-04	\$ 29,291.00
2004-05	26,537.00
2006-07	49,553.67
2008-09	86,903.57
2009-10	49,139.64
2010-11	37,277.91
2011-12	51,958.84
2012-13	136,431.43
2013-14	37,141.65
2014-15	40,121.07
2015-16	14,615.17
2016-17	58,599.65
2017-18	17,931.84
2018-19	31,828.95
2020-21	33,295.83
2021-22	35,267.45

The \$53,621.57 consists of: 1) Six uncollected manufactured structure accounts totaling taxes of \$2,617.37 and 2) Nine uncollectible personal property accounts totaling \$51,004.20. Categorically, the items being cancelled are as follows:

1. Manufactured Structures:

a) Owner deceased (1 account)	\$1,960.32
b) Homes are demolished (3 accounts)	233.29
c) Removed without our knowledge (2 accounts)	<u>423.76</u>
	\$2,617.37

2. Personal Property:

a) Previous Bankruptcies (2 accounts)	\$29,444.88
b) Business failures (7 accounts)	<u>21,559.32</u>
	\$51,004.20

TOTAL (15 accounts)	<u>\$53,621.57</u>
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Pursuant to Oregon law, David Doyle, Legal Counsel, has reviewed the amounts to be cancelled and agrees that these accounts are not collectible.

The Finance/Tax Department staff has used a reasonable and consistent level of collection effort to try to collect the taxes while minimizing the collection costs and negative relations with the taxpayer. Abandoned manufactured structures are governed by certain laws and statutes that provide for the cancellation of taxes. Bankruptcies are pursued to the extent permitted by U.S. bankruptcy law.

Oregon law requires that a final personal property return be filed to terminate the taxation of business property. This frequently does not occur, resulting in the continued assessment and taxation of property that is no longer being used in a business and may no longer exist. A portion of the taxes included under dissolved corporations and business failures (item 2a & 2b above) relate to taxes imposed on non-existent businesses and/or assets.

We have continued the practice of garnishing wages and checking accounts where possible. We also continue to attach personal property tax accounts to real property accounts. We have in the past collected personal accounts where the business owner’s personal residence is being foreclosed upon by their lender. Lenders tend to pay the taxes promptly in order to extinguish our priority lien.

REVIEWED

LEGAL COUNSEL

06/28/2023 Item #2.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Cancelling Uncollectible Personal *
Property Taxes of \$53,621.57 * ORDER NO. 2023-025

WHEREAS, Robert Tintle, the Deschutes County Tax Collector, pursuant to ORS 311.790 has petitioned the Board of County Commissioners to cancel delinquent personal property taxes on certain personal property accounts on the grounds that the taxes are wholly uncollectible; and

WHEREAS, the Deschutes County Legal Counsel has determined that the taxes requested to be cancelled by the Deschutes County Tax Collector are wholly uncollectible, and joins in that request; and

WHEREAS, ORS 311.790 provides that the Board of County Commissioners may cancel taxes when the Tax Collector and the County Counsel request in writing that the taxes are uncollectible; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. The Deschutes County Tax Collector is hereby authorized and directed to cancel the uncollectible manufactured structures property taxes described in Exhibit "A" attached hereto and, by this reference, incorporated herein, in the principal amount of \$2,617.37 and uncollectible personal property taxes described in Exhibit "B" attached hereto and, by this reference, incorporated herein in the principal amount of \$51,004.20.

Dated this _____ of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT A

ORS 311.790 Cancellation of Uncollectible Property Tax

Account #	Taxpayer Name	2021	2020	2019	2018	2017	2016	TOTAL
236696	SWISHER	\$ 10.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.83
233926	WILSON	-	-	-	-	-	99.89	99.89
152530	TROXELL	-	122.57	-	-	-	-	122.57
153768	PETZ/MORRISON	184.28	-	-	-	-	-	184.28
169067	POZANSKI	239.48	-	-	-	-	-	239.48
250077	DUGGAN	1,004.19	956.13	-	-	-	-	1,960.32
	TOTAL	<u>\$ 1,438.78</u>	<u>\$ 1,078.70</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 99.89</u>	<u>\$ 2,617.37</u>

EXHIBIT B

ORS 311.790 Cancellation of Uncollectible Property Tax

Account #	Taxpayer Name	2021	2020	2019	2018	2017	2016	2015	2014	TOTAL
273413	TAPZ LLC CATHY'S CLEANERS	\$ -	\$ 56.70	\$ 56.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113.40
273714	CASCADE TRUCK & AUTO REPAIR OMC GOOD GUYS MUFFLER	-	602.71		-	-	-	-	-	602.71
278125	RUDY GARCIA CURBSIDE BACON	-	429.43	430.05	-	-	-	-	-	859.48
276289	HEAVY METAL TRUCKING LLC	463.17	451.59	452.26	-	-	-	-	-	1,367.02
260263	BALTAZARS	1,652.91	1,611.49	316.34	-	-	-	-	-	3,580.74
266317	BUTCH'S PLACE	-	561.82	561.70	564.22	568.24	576.09	575.23	579.12	3,986.42
218568	BARNWOOD INDUSTRIES	-	1,607.07	1,606.75	1,613.94	29.09	-	-	-	4,856.85
270691	JUSTIN LATHAM EXCAVATION INC	-	3,133.12	3,132.52	40.46	-	-	-	-	6,306.10
206280	MINI MACHINE INC	-	-	-	14,670.48	14,661.00	-	-	-	29,331.48
	TOTAL	<u>\$ 2,116.08</u>	<u>\$ 8,453.93</u>	<u>\$ 6,556.32</u>	<u>\$ 16,889.10</u>	<u>\$ 15,258.33</u>	<u>\$ 576.09</u>	<u>\$ 575.23</u>	<u>\$ 579.12</u>	<u>\$ 51,004.20</u>



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Deschutes County District Attorneys' Association Collective Bargaining Agreement

RECOMMENDED MOTIONS:

- 1. Move approval of Board signature of the Collective Bargaining Agreement between Deschutes County and the Deschutes County District Attorneys' Association effective July 1, 2023 through June 30, 2026.
2. Move approval of County Administrator signature of the Memorandum of Understanding for the DCDAA Tier Implementation.
3. Move approval of County Administrator signature of the Memorandum of Understanding for the DCDAA Retention Bonus Incentive Program.

BACKGROUND AND POLICY IMPLICATIONS:

Over the course of the last few months, County staff from Administration, Legal, Human Resources, Finance, and the District Attorney's Office met with the Deschutes County District Attorneys' Association to negotiate a successor agreement. The current collective bargaining agreement expires June 30, 2023. Staff is recommending Board approval of the following items related to DCDAA:

- 1. Successor Collective Bargaining Agreement.
2. Memorandum of Understanding regarding the tier implementation for newly adopted DDA I, II, and III classifications. This MOU includes details on the specific criteria and duties assigned to each Deputy District Attorney tier. Additionally, the MOU includes the details on the management review of employee job duties, roles, and responsibilities as part of the tier assignment and outlines the employee appeal process and appeal form.
3. Memorandum of Understanding regarding the temporary DDA Retention Bonus Program and Staff Agreement Form. This MOU includes the details of the retention bonus program as a one-time incentive program providing each Member with a \$3,000 bonus payment subject to

a minimum three-year stay commitment with a repayment expectation pro-rated for time stayed within the three-year agreement.

ATTENDANCE:

- Kathleen Hinman, Human Resources Director
- Chris Bell, Senior Assistant County Counsel
- Whitney Hale, Deputy County Administrator
- Robert Tintle, Chief Financial Officer
- Steve Gunnels, District Attorney
- Jessica Chandler, Executive Assistant to the District Attorney
- DCDAA executive board members

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DESCHUTES COUNTY

AND

DESCHUTES COUNTY

DISTRICT ATTORNEYS' ASSOCIATION

July 1, 2023 through June 30, 2026





**Collective Bargaining Agreement Between Deschutes County
and Deschutes County District Attorneys' Association**

July 1, 2023 through June 30, 2026

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1. PREAMBLE AND SCOPE

- A. This Agreement is entered into by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as “County” and the DESCHUTES COUNTY DISTRICT ATTORNEYS’ ASSOCIATION, hereinafter referred to as “Association,” and shall be in effect through June 30, 2026.

- B. This Agreement shall apply only to regular full-time and part-time deputy district attorneys employed in the Deputy District Attorney I, Deputy District Attorney II, and Deputy District Attorney III classifications in the Deschutes County District Attorney’s Office, and excluding volunteers and temporary employees, hereinafter referred to as “Members.”

2. RECOGNITION

Effective July 1, 2023, Members of the Association will be comprised of three deputy district attorney classifications: Deputy District Attorney I, Deputy District Attorney II, and Deputy District Attorney III. The County recognizes the Association as the sole and exclusive representative with respect to wages, hours, and specified conditions of employment for Members.

3. ASSOCIATION DUES

- A. Every employee within the bargaining unit may become a Member of the Association by signing and delivering to the County an authorization allowing the deduction of the Association’s monthly dues from their pay.

- B. The amounts to be deducted pursuant to this Section shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all Members shall be remitted to the Treasurer of the Association by the County not later than the 10th day of the following month after such deductions are made. The amounts to be deducted by the County shall be determined in accordance with the provisions of the Association’s bylaws.

- C. The County agrees to furnish the Association a listing of all bargaining unit employees covered by this Agreement upon request of the Association.

- D. The Association agrees that it will indemnify, defend, and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, involving the application of this Section.

4. REPRESENTED EMPLOYEE RIGHTS

- A. Members shall have the right to form and join the Association, as well as the right to participate in Association activities which relate to matters of “employment relations” as defined in ORS 243.650(7). Members shall also have the right to refuse to join or participate in the activities of the Association. No Member shall be interfered with, intimidated, restrained, coerced, or discriminated against by either the County or the Association because of the exercise of these rights.
- B. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, disability, sexual orientation, Association affiliation, or any other classification protected by Oregon or Federal law, except for bona fide job requirements.

5. MANAGEMENT RIGHTS

- A. The District Attorney and the County each retain all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to their responsibility to manage the affairs of the District Attorney’s Office. The County and the District Attorney shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its or the District Attorney’s discretion and decision-making with regard thereto. The express provisions of this Agreement constitute the only limitations on the rights of the County and District Attorney to manage the business and affairs of the District Attorney’s Office. The rights of Members are limited to those specifically limited by the terms of this Agreement. Any subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining, except as provided in ORS 243.698, with section (4) of the statute modified by changing the 90-day period to 30 days.

- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the District Attorney shall include the following:
1. To determine the services to be rendered by the District Attorney’s Office and its employees to the citizens of the County and State of Oregon.
 2. To direct and supervise all operations, functions, and policies of the District Attorney’s Office in which Members are employed.
 3. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, branches, operations. or facilities for budgetary or other reasons.
 4. To determine the need for a reduction or an increase in the workforce.
 5. To determine the method and manner under which a reduction in work force will be performed.
 6. To implement new, and to revise or discard, wholly or in part, old methods, and procedures.
 7. To assign and distribute work.
 8. To assign shifts, workdays, hours of work and work locations.
 9. To designate and to assign all work duties.
 10. To introduce new duties and to revise job descriptions and duties.
 11. To determine the need for new employees, transfers, and promotions.
 12. To determine the qualifications for employees, as well as for transfers and promotions.
 13. To discipline, suspend, demote, or discharge an employee with just cause as defined in Section 13 of this Agreement.

14. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such courses or training for periods to be determined by the District Attorney.
- C. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
1. To fix the budget of the District Attorney’s Office and the number of positions and full-time equivalent employees budgeted in the District Attorney’s Office.
 2. To implement the District Attorney’s decisions with regard to a reduction in force.
 3. To establish, revise and implement standards for hiring, classification and promotion.
 4. To establish, revise and implement levels, grades and standards for monetary and non-monetary compensation and employee benefits.
 5. To establish, revise and implement programs concerning paid and unpaid leave, holidays, and other types of employee leave.
 6. To provide as the County determines necessary, and in its sole discretion, any furnishings, fixtures, and equipment to be used and any matters concerning limitations or conditions for their use.
 7. To maintain order and efficiency in its work sites, facilities, and operations.
 8. To make such reasonable rules and regulations, not in conflict with this Agreement, as the County may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of County facilities, and after advance notice thereof to the Association and Members, and to require compliance therewith by Members.
- D. Any of the rights, powers, authority and function the County and the District Attorney had prior to the negotiation of this Agreement

are retained by the County and the District Attorney and the expressed provisions of this Agreement constitute the only limitations on the rights of the County and the District Attorney to manage the business of the District Attorney’s Office. Should the County or the District Attorney not exercise the rights, powers, authority and functions reserved to them, or should they exercise them in a particular way, such conduct shall not be deemed a waiver of said rights, powers, authority and functions by the County or the District Attorney, nor shall such conduct be deemed or considered a waiver of their right to exercise them in some other way not in conflict with a specific provision of this Agreement.

6. NO STRIKES AND NO LOCKOUTS

- A. The Association and Members are prohibited from striking or recognizing the picket line of a labor organization pursuant to ORS 243.736. The Association and Members, as individuals or a group, will not initiate, cause, promote, permit, participate in or join in any strike, work stoppage, or slow-down, picketing, or any other restrictions or work at any location. Members, while acting in the course of their employment, shall not honor any picket line, except that such picket line may be honored if crossing the picket line would be unreasonably dangerous or hazardous.
- B. The County and the District Attorney each agree there will be no lockouts of Members during the term of this Agreement.
- C. In the event of strike, work stoppage, slow-down, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately use every good faith effort to secure an orderly return to work. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the provisions of the Agreement.

7. ASSOCIATION BUSINESS

- A. Members elected to serve as authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except as provided in subsection B of this Section. The Association negotiation team shall be

comprised of no more than three (3) Members, who shall be deemed to be negotiating on their own time.

- B. The County shall allow not more than a combined total of fifty (50) hours per fiscal year to the authorized representatives of the Association for the purpose of conducting Association business. Scheduling of time for the Association business shall be by mutual agreement with the Association representative’s supervisor and shall be documented on payroll records the same as any other time-off request.
- C. The County shall allow the use of the phones, copier, tape recorders and fax machine located in the District Attorney’s Office for Association business. The Association shall reimburse the County for all expenses. The Association will keep track of all expenses incurred on the County’s equipment and will submit an accounting, along with full reimbursement for such expenses, within thirty days of incurring the expense.
- D. The Association shall notify the County in writing of its staff representative and its officers. The Association representative may be granted reasonable access to the County’s physical work premises during working hours to conduct Association business, but shall observe any and all security regulations of the County and shall not interfere with the normal flow of work.

8. BULLETIN BOARD

The County agrees to maintain a bulletin board to be used by the Association.

9. WAGES, COMPENSATION AND BENEFITS

- A. Wages for employees in the bargaining unit shall be in accordance with the salary schedule found in Appendix A, which is attached hereto and by this reference incorporated herein. Members will move to the pay scale associated with their assigned job classification tier and to the step corresponding to their rate of pay as of July 1, 2023, as shown in Appendix A. Nothing in this paragraph will change the anniversary date for any Member.
- B. Effective July 1 of each year, for fiscal years 23/24, 24/25, and 25/26, the wage schedule shall be amended to reflect a cost-of-living adjustment (COLA) equal to the “average 12-month CPI percentage” from the twelve months of the Consumer Price Index

for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February of the year prior to January of the current year. The CPI% used for each month is the "12-month percent change," meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA for each fiscal year for the duration of this Agreement shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix B shows the calculation methodology for an example period.

- C. For the duration of the contract, the County agrees to provide Members for longevity and time management leave in equal measure to that provided to County non-represented employees.
- D. As permitted by Oregon law, Members may use accrued leave to supplement any payments issued through the Oregon Paid Leave Program to achieve 100% of their average weekly wage while using Oregon Paid Leave benefits.
- E. Deschutes County has historically defined its pay period as the first day of the month through the last day of the same month, with payment for that period made on the last business day of the month. As a result, there has been no lag time to process payroll, but employees were required to project future hours for time-keeping purposes. Effective April 1, 2023, the pay period will change to run from the twenty-second day of the month through the twenty-first day of the following month, with payment of wages for each pay period to be made to Members on the last workday of each month. If the last day of the month falls on a holiday or a weekend, the payday for that pay period will be the last workday preceding the holiday or weekend.

The County shall have the option to make additional changes to the pay period for Members at its discretion, subject to the notification and transition plan as outlined herein. To change the pay period and to pay for actual hours worked, the County may need to implement changes to its policies and/or personnel rules. If a change to policy or personnel rules is reasonably necessary in order for the County to change the pay period, the Association agrees not to demand to bargain these changes. The County will provide employees with at least 90 days' notice before changing the pay period or changing pay to actual hours worked. The County will

also develop a transition plan to assist employees with transitioning to a new pay period. The transition plan will include, at a minimum: providing budgeting classes to employees and allowing employees to sell back additional TML as necessary to make up for a shortened pay period during the transition.

- F. Promotions, reassignments, involuntary demotions, and involuntary reductions in pay for members shall be achieved consistent with Section 9 of the Deschutes County Personnel Rules, except that decisions to promote, reassign, involuntarily demote, or involuntarily reduce the pay of members shall be made by the District Attorney, in their sole discretion, subject to budget approval from the County. Involuntary demotions or reduction in pay are disciplinary actions as defined in Article 13 and, as such, may be grieved pursuant to Article 12.

10. INSURANCE

- A. Members shall be entitled to County health, life, and LTD insurance. The health insurance, which includes medical, dental, orthodontia, vision, and prescription coverage, is currently provided through the self-funded Deschutes County Employee Health Plan.
- B. The Member health insurance premium contribution will be no greater than nine-point five percent (9.5%) of the per FTE cost as calculated by the composite rate for the duration of the contract. If the Board of County Commissioners establishes a monthly premium contribution for non-represented management employees that is less than the above stated maximums, Members will pay the lower rate. In any event, during the term of the Agreement, the Member health insurance premium contribution will not exceed \$190 per month.
- C. Throughout the duration of the contract, the Association will have one (1) Member on the County Employee Benefit Advisory Committee.
- D. Insurance benefits will be provided to Members under the same conditions and/or restrictions as provided to all non-represented County employees. If coverage is adjusted and/or modified for non-represented County management employees, the same will apply to Members.
- E. In addition to health insurance and other insurance, the County will make available to Members a qualified IRS 125 Plan.

- F. The County or Union may reopen Article 10 of the contract by sending a written demand to the other party in the month of January before the health plan year impacted.

11. REDUCTION IN WORKFORCE

- A. In the event a reduction in workforce becomes necessary, the manner and method of the reduction shall be determined by the District Attorney, in his or her sole discretion.
- B. In the event of a reduction in workforce pursuant to this Section 11, the District Attorney and the County agree to make a good faith effort, and when it is feasible to do so, to provide thirty (30) days’ advance notice to Members, and the Association of their intent to permanently or temporarily reduce the attorney workforce of the District Attorney’s Office as a result of inadequate funding or for operational reasons. The County and the District Attorney will attempt to provide sixty (60) days’ advance notice of any such layoff; but the Association, the County, and the District Attorney each recognize that such sixty (60) day advance notice may not be possible.

12. GRIEVANCE PROCEDURE

- A. A grievance is defined as an allegation that a specific provision of this Agreement has been violated.
- B. A day is defined as a calendar day.
- C. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I: Any Member claiming a breach of any specific provision of this Agreement (“grievant”) may refer the matter, in writing, to their immediate supervisor outside the bargaining unit within fourteen (14) days from the occurrence of the alleged breach. A grievant shall also provide a copy of the written grievance to the Association. The grievance shall, at minimum, specify the article and section of the Agreement alleged to have been violated, provide a recitation of facts the grievant believes demonstrate such violation, and specify the requested remedy. References such as “any other provision of the

Agreement” shall not be considered specific and shall be deemed inadequate to invoke the provisions of this Section. A Member may submit a grievance only on behalf of him/herself and not on behalf of any other Member or group of Members. The Association may file a grievance on behalf of any Member or group of Members. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fourteen (14) days after the grievance is received by the supervisor.

Step II: If, after fourteen (14) days from the date of the delivering of the grievance to the supervisor, the grievance remains unadjusted, the grievance may be submitted within fourteen (14) days to the District Attorney, along with a written statement as to why the supervisor’s Step I response does not adequately resolve the grievance. The District Attorney shall meet with the grievant, who may request an Association representative at the meeting. The meeting between the District Attorney and the grievant shall be within fourteen (14) days of the District Attorney’s receipt of the written grievance. The District Attorney shall respond to the grievance in writing within fourteen (14) days of such meeting. The Step II grievance shall be limited to facts and evidence provided at Step I, except that evidence that was not discoverable at Step I may be introduced if discovered after the Step I response. If the grievant or the Association intends to introduce such evidence after Step I, the grievant or the Association shall have the burden to establish such evidence was not discoverable at Step I. Any allegation of a breach of this Agreement introduced at Step II that was not presented at Step I shall be considered untimely filed and shall be dismissed without any further recourse for the grievant. Any evidence submitted at Step II in support of an allegation deemed untimely under the preceding sentence shall not be admissible and will not be considered by the District Attorney at Step II.

Step III: If the grievance is not resolved within twenty (20) days from the submission of the grievance to the District Attorney, the Association alone will have fourteen (14) days to serve written notice to the District Attorney and the County of its intent to submit the grievance to final and binding arbitration. The arbitrator’s decision shall be in writing and shall set forth findings of fact, reasoning, and

conclusions of the issues submitted. The arbitrator's review shall be limited to determining if the specific provision(s) of the Agreement which was the basis for the grievance has been violated. The arbitrator shall have no authority to alter, modify, vacate, or amend any of the terms of the Agreement. Arbitrations shall be conducted in the following manner:

- a. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fourteen (14) days of submitting the grievance to arbitration, the parties will request a list of seven (7) arbitrators from the Employment Relations Board. Within five (5) days of the receipt of this list by each party, the parties shall alternately strike names from the list until one name remains. The party striking the first name shall be determined by a coin flip.
 - b. The Step III grievance shall be limited to facts and evidence provided at Step I, except that the evidence that was not discoverable at Step I may be introduced if discovered after the Step I response. If the grievant or the Association intends to introduce such evidence after Step I, the grievant or the Association shall have the burden to establish such evidence was not discoverable at Step I. Any allegation of a breach of an article or section of this agreement introduced at Step III that was not presented at Step I shall be deemed untimely filed and shall be dismissed without any further recourse for the grievant. Any evidence offered at Step III in support of an allegation deemed untimely under the preceding sentence shall not be admissible and will not be considered by the arbitrators at Step III.
 - c. The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of presenting its own case to arbitration.
- D. Each party shall be responsible for compensating its own representatives and witnesses at any step of this procedure.
- E. Any time limits specified in the grievance procedure may be waived by express, mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such a

waiver shall constitute abandonment of the grievance. Failure by the County to submit a reply after knowledge of the grievance within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association.

- F. A grievant exercising their rights to pursue a grievance through this procedure may do so without discrimination and without loss of pay if meetings or conferences as called for herein occur during the employee's regularly assigned duty time.
- G. To the extent allowable by law, all information relative to a grievance and resolution accomplished via the grievance procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.
- H. If the parties agree in writing, Steps I, and II, may be waived.
- I. Oral reprimands are not subject to the grievance procedure.
- J. Written reprimands and performance evaluations which do not result in the denial of a step increase may not be grieved past Step II.
- K. The extension of a probationary period shall not be grievable.

13. DISCIPLINE AND DISCHARGE

- A. Formal Disciplinary actions include the following:
 - 1. Oral reprimand;
 - 2. Written reprimand;
 - 3. Suspension;
 - 4. Involuntary demotion or involuntary reduction in pay, and;
 - 5. Discharge.
- B. The County or the District Attorney may formally discipline, discharge, suspend, involuntarily demote, or reduce the pay of a Member for just cause. For purposes of this Agreement, "just cause" includes, but is not limited to:

1. Violation of state or federal law, or the Deschutes County Code;
2. Commission of acts of misfeasance or malfeasance, or of acts that are tantamount to unlawful conduct;
3. Violation of Deschutes County Administrative Policy or District Attorney's Office Departmental Policy;
4. Violation of the Oregon Rules of Professional Conduct, or willful disregard of the ethical, moral, or professional standards of the District Attorney's Office;
5. Failure to meet the job performance standards set by the District Attorney;
6. Willful disregard of the District Attorney's philosophies and objectives with respect to prosecution of criminal offenses;
7. Violation of confidentiality agreements or release of confidential materials contrary to County or Office policy;
8. Insubordination;
9. The willful giving of false information, or the withholding of information when such information is reasonably requested by the County or the District Attorney in any investigation;
10. Conduct reflecting poor judgment, meaning indifference to, or a failure to recognize the consequences of an act or series of actions, or a failure to act or a series of failures to act, where the employee is conscious of his or her conduct and knew or should have known such conduct would likely result in a violation of the law or County or Office policy, standards, or procedures;
11. Conduct reflecting a discredit upon the County or the District Attorney's Office, which is a hindrance to the effective performance of the functions of the Office, or which causes an irreparable breach in trust in the employment relationship or otherwise makes a continued employment relationship impossible; or

12. Willful failure to comply with the lawful and ethical directives of the District Attorney or the Chief Deputy District Attorney within thirty (30) days of receiving such a directive.
- C. Formal Discipline need not be progressive but shall be appropriate for the nature and severity of the conduct at issue and given the totality of circumstances involved.
- D. Disciplinary suspension of a Member shall not exceed two weeks.
- E. The District Attorney shall regularly assess Members based upon their job performance, compliance with the District Attorney's policies, and willingness to follow the professional and philosophical directives of the District Attorney as they relate to Members' job performance. Members shall be given written notice of policies, mission statements, objectives, and philosophies, as well as any changes made thereto.
- F. Forms of performance management that are not disciplinary include, but are not limited to counseling, verbal coaching, letters of instruction, work improvement plans and regular performance evaluations that do not result in denial of a step increase. These forms of performance management may serve as evidence for future formal discipline. Except for performance evaluations and work plans that will be placed in the Member's personnel file, information regarding performance management shall be kept in the working file of the District Attorney or Chief Deputy District Attorney. Performance management is not subject to the grievance process.
- G. Except for oral reprimands, Members of the bargaining unit have the right to Association representation or Association counsel in any meeting with management regarding formal disciplinary action.
- H. If the District Attorney determines there is just cause for suspension, demotion, reduction in salary or discharge of a Member of the bargaining unit, the District Attorney shall deliver to the Member a written notice of such discipline. Such notice shall specify the principal reason for the action. Upon receipt of such written notice, the Member shall be given an opportunity to meet with the District Attorney and respond to the allegations at a pre-disciplinary hearing. Disciplinary action shall not be effective until an opportunity for such a meeting has been given to the Member.

- I. If an investigative report is produced as part of an investigation into the conduct of a Member which the County or the District Attorney believe warrants discipline, the Member will be furnished upon request a complete copy of the investigative report prior to any pre-disciplinary hearing, unless prohibited by law.
- J. Reasonable efforts should be made to impose discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.
- K. Probationary Members serve at the discretion of the District Attorney and, as such, are strictly “at-will.” For this reason, disciplinary action for probationary Members, including discharge from employment, is not subject to the grievance procedure. A probationary Member is a newly hired or newly promoted deputy district attorney hired to a period-of-trial service during which the Member’s work performance and standing to become a regular employee is evaluated by the District Attorney and the County. Probationary Members shall remain on probationary status until they complete at least twelve (12) full months of continuous employment with the Deschutes County District Attorney’s Office, measured from the date of hire or promotion, and they have received from the District Attorney a written one-year performance evaluation for which the probationary Member is given an overall rating of meets or exceeds standards.

14. BAR DUES AND CONTINUING LEGAL EDUCATION EXPENSES

- A. Annual Oregon State Bar dues for Members shall be paid by the County.
- B. The County will pay the reasonable costs of continuing legal education classes, programs, or seminars. Such payment is subject to the prior approval of the District Attorney, which approval may be denied at the District Attorney’s sole discretion, based on funding availability, relevance to essential job functions, and the business need of the District Attorney’s Office.
- C. The County will provide professional liability insurance to cover the cost and defense of bar complaints for all bargaining unit members.

15. SAVINGS CLAUSE

In the event any provision of this Agreement is at any time declared invalid by a court of competent jurisdiction or becomes invalid through the operation of government legislation, regulation, or decree, such declaration or effect shall apply only to the specific provision impacted by the declaration, legislation, regulation, or decree, and will not invalidate the entire Agreement or other provisions within the Agreement; it being the express intention of the parties hereto that all other provisions not declared invalid or that become invalid through government legislation, regulation or decree shall remain in full force or effect. To the extent an Article 15 occurrence impacts a mandatory subject of bargaining, and a good faith dispute arises regarding how such impact or impacts should be resolved, the parties agree to engage in expedited bargaining pursuant to ORS 243.698 in order to resolve the dispute.

16. COMPLETE AGREEMENT

The Agreement expressed in this written document is the complete agreement between the parties and, except as provided in Sections 5(D) and 17 of this Agreement, the relations between the parties shall be governed solely by its terms. Any issue not covered by this written Agreement is not a subject of the Agreement, regardless of whether such a subject was a proposal or demand of either party. This Agreement supersedes all previous oral and written agreements either between the County and the Members or the District Attorney and the Members. Except as provided in Sections 5(D) and 17 of this Agreement, no prior agreements, understandings, past practices, existing conditions, or prior benefits shall be controlling or in any way affect the relations between the parties, or the wages, hours, and working conditions of the Members, unless and until such agreements, past practices, existing conditions, or prior benefits shall be reduced to writing and duly executed by all parties to this Agreement.

17. MATTERS OUTSIDE OF THE AGREEMENT

For all matters not covered by this Agreement, the parties will follow County Policies, County Personnel Rules, and the Policies and Rules of the District Attorney’s Office, as the County and District Attorney in their sole discretion may amend from time to time and to the extent they are not inconsistent with the terms and conditions of this Agreement. Should the County choose to amend its Policies or Personnel Rules, or should the District Attorney choose to amend the Policies and Rules of the District Attorney’s Office, the County and District Attorney agree they will bargain any such changes concerning mandatory subjects of bargaining.

18. DURATION

- A. This Agreement shall remain in full force and effect through June 30, 2026, when it expires at Midnight on that date. After June 30, 2026, this Agreement shall be automatically renewed from year to year, unless either the County or the Association gives written notice to the other not later than May 1 prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement. If the Agreement is automatically renewed pursuant to this paragraph, the status quo will remain until a successor Agreement is executed by the parties.

- B. This Agreement will remain in full force and effect during all periods of negotiations and any impasse.

[SIGNATURE PAGE FOLLOWS]

FOR THE COUNTY

DATED this ____ day of _____,
20__ for the Deschutes County Board of
Commissioners.

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner

NICK LELACK, Deschutes County
Administrator

STEPHEN GUNNELS, Deschutes County
District Attorney

ATTEST:

Recording Secretary

FOR THE ASSOCIATION

MICHAEL SWART, President

BRITTANY HAVER, Vice President

BROOKS MCLAIN, Secretary/Treasurer

APPENDIX A

Beginning Wage Scale for Deputy District Attorney I, II, and III Job Classifications

<i>Effective July 1, 2023</i>	1	2	3	4	5	6	7
Deputy District Attorney I	\$38.7107	\$40.6583	\$42.7038	\$44.8522	\$47.2128	\$49.5930	\$52.0929
Deputy District Attorney II	\$52.0929	\$54.7199	\$57.4789	\$60.3768	\$63.4208	\$66.5918	\$69.9206
Deputy District Attorney III	\$54.7199	\$57.4789	\$60.3768	\$63.4208	\$66.5918	\$69.9206	\$73.4166

The wage scale shown above and effective July 1, 2023, will be updated for each fiscal year (23/24, 24/25, and 25/26) during the duration of this Agreement to include the agreed upon cost of living adjustments shown in Article 9, Section B of this Agreement.

APPENDIX B

CPI Methodology - All Urban Consumers (CPI-U), West Region, Size Class B/C cities.

To illustrate the change in CPI methodology starting in FY 23-23, the following table shows the application of the rolling 12-month average look back for 2016-17, 2017-18, 2018-19, 2019-20, and 2020-21 data. The 12-month rolling average starts with January and shall include the prior 11 months. The CPI% used for each month is the “12-month percent change,” meaning the month is compared (for the CPI index) to the same month from the previous year. Note: Consistent with prior years, the level of precision of percentage change will be rounded to the nearest tenth of a percentage (i.e., 1.6% not 1.64 % or 1.7% not 1.65%)

FY Data (Budget year)	CPI-12 month rolling average
2016-17 (17/18)	1.0%
2017-18 (18/19)	2.4%
2018-19 (19/20)	2.9%
2019-20 (20/21)	2.6%
2020-21 (21/22)	1.7%

The following calculation illustrates the rolling average calculation for FY 20-21 data (21/22 Budget year) as of January 2021 (the cutoff date used for budgeting). CPI% for 12 months is determined by change in CPI index over 12 months (i.e., Feb 2020 index compared to February 2019 index)

Year	Month	CPI % “12-month percent change”
2020	Feb	2.9%
2020	March	2.5%
2020	April	1.5%
2020	May	0.5%
2020	June	0.8%
2020	July	1.5%
2020	Aug	1.8%
2020	Sept	2.0%
2020	Oct	1.6%
2020	Nov	1.6%
2020	Dec	1.5%
2021	Jan	1.6%
	Total of CPI% over 12 months	19.8%
	Average 12-month CPI percentage (i.e., rolling average)	
	Total divided by 12	1.7%



**Memorandum of Understanding between Deschutes County and
The Deschutes County District Attorneys' Association Regarding
Implementation of 3 Tiers of Deputy District Attorney Classifications**

This Memorandum of Understanding ("MOU") is entered into by and between Deschutes County (the "County") and the Deschutes County District Attorneys' Association ("DCDAA"). The County and DCDAA are parties to the *Collective Bargaining Agreement Between Deschutes County and the Deschutes County District Attorneys' Association* ("Agreement"). The purpose of this MOU is for Deschutes County and DCDAA to come to an agreement providing the County discretion to implement three (3) tiers of Deputy District Attorney Classifications.

The County will implement the three classification tiers for Deputy District Attorneys:

Deputy District Attorney I:

This level reflects newly hired Deputies without substantial criminal trial experience. General responsibilities include misdemeanor and traffic case preparation including examining investigation reports to determine whether further investigation is needed or which criminal charges should be issued through reviewing and analyzing evidence, police reports and related documents intake, and case negotiation. Entry level juvenile and domestic violence cases may be assigned. Preparation of legal memorandums, motions, proposed court orders and other related legal documents for filing with the court. Appears in court for arraignments, release hearings, plea proceedings, sentencing hearings and other proceedings that the court may schedule for the above types of cases; entry level felony arraignments and hearings will be assigned as necessary. Must be prepared to advocate or respond to opponent and to inform the court of the State's position on matters as well as supporting or contrary authority. Deputies at this level should expect to work with more senior level Deputies to develop and improve skills and knowledge. Deputies proven through time and experience may be assigned greater responsibilities including special case assignments and opportunities to appear at Grand Jury or assisting a DDA II or III as a second chair for trial.

Other Criteria:

- In a typical workweek, Deputies in Tier I will spend the majority of their work time on the prosecution of Class A, B or C Misdemeanor (lead charge) cases, based on their assigned caseload.

Deputy District Attorney II:

This level reflects Deputies who are primarily assigned to and who have demonstrated capacity to prosecute non-person, or less complex person-to-person felony level case work. General responsibilities are expanded to include screening, issuing, appearing at Grand Jury and trial work involving felony cases, including felony traffic cases. This level includes those prosecuting primarily less complex felonies such as theft, burglary, robbery, UUV, PCS, etc. Advanced juvenile and domestic violence cases may be

included as part of this caseload. Deputies at this level determine and direct the preparation of affidavits, and search or arrest warrants for their cases. Prepares and presents cases for grand jury, as assigned, by preparing documents, conducting hearings, interviewing witnesses, advising grand jury on legal instructions and law, and completing indictments, warrants, or other documents as required. Assigned to Specialty Courts and other limited duration special projects as needed. May mentor DDA I attorneys and include them as second chairs for hearings and trial. Deputies at this level should expect to work with more senior level Deputies to continue to master skills and may occasionally be presented with complex cases, major felonies, or special case assignments as their skill develops.

Other Criteria:

- In a typical week, Deputies in Tier II spend a majority of their work time on the prosecution of non-Measure 11 Class B and C felonies or Misdemeanor (lead charge) cases not described in the Deputy District Attorney III Tier described below, based on their assigned caseloads.

Deputy District Attorney III:

This level reflects seasoned Deputies who are primarily assigned to prosecute and who have demonstrated capacity to prosecute complex, challenging, and serious crimes in any category including violent crimes against persons, complex frauds, complex drug matters, rape, murder, assault I, automobile homicides, robbery I, economic crimes involving unusual complexity or large dollar amounts and any governmental corruption case. This level includes senior deputies with juvenile court and Circuit Court major case responsibilities and may include SAUSA federal cross-designations. Deputies may provide on-call support to police agencies during non-office hours and may be assigned to act as the primary attorney on homicides including advising law enforcement at homicide scenes. Performs related duties as assigned. May mentor and lead work assignments for DDA I and II attorneys and include them as second chairs for hearings and trial. Deputies at this level are expected to have mastered criminal trial skills and are expected to assist in the training of less seasoned Deputies.

Other Criteria:

- In a typical week, Deputies in Tier III spend a majority of their work time on the prosecution of the types of crimes specified above in the Deputy District Attorney III description, based on their assigned caseloads.
- Knowledge and skill to interpret and apply legal principles and procedures to the review of PCR claims, Death Investigations, Public Record Requests and BOPPs Hearings.

Pursuant to this MOU, the County will follow the implementation and appeal process detailed below in transitioning current employees in the current Deputy District Attorney classification to the new 3 (three) tier Deputy District Attorney classification structure and associated pay grades and pay steps agreed to in the successor Agreement, which is effective July 1, 2023. In this regard, the parties agree as follows:

1. Job Evaluation and Tier Implementation Process:

Supervisor Review: The supervisor will review the employee's current scope of duties, assigned roles and responsibilities, case load, and case assignments. The employee's work history, job duties, experience, and qualifications will be analyzed, and a recommendation made for placement into the appropriate Deputy District Attorney tier.

Internal Review: Supervisor’s review, recommendation, and supporting documentation will be reviewed by a management panel. Employees and supervisors may be contacted for clarification or follow-up information via written response or in-person meeting.

Placement: After the internal review is conducted, the management panel will review the results for each employee and confirm tier placement. The employee will then be notified of the decision and the effective date of the implementation.

Implementation: The employee will be placed on the salary range associated with their tier placement. Placement onto the salary range will occur at the closest step without a loss of pay.

Appeal Process: An appeals process will be made available to permit an employee to seek reconsideration of their classification tier assignment. Appeals will relate only to the classification tier assignment; employees may not appeal their step placement, the policy and implementation process, or decisions made concerning the policy and implementation process. Forms to initiate an appeal will be provided to employees upon request. All appeals must be received by the District Attorney within thirty (30) calendar days of receiving the notification of their tier assignment.

2. Tier Placement Appeal Process:

The process used to determine an employee’s appropriate classification involves substantial review of the responsibilities associated with scope of duties, assigned roles, case load assignments, and complexity of assigned work. The review does not consider such factors as qualifications that are not required for the work of the position, quality of performance, volume of work assigned, anticipated future responsibilities, length of service, or any personal characteristics associated with the individual such as race, ethnicity, gender, etc.

All employees who wish to appeal their classification tier assignment must adhere to the following process:

- a. Review the Deputy District Attorney classification tiers and the Job Evaluation and Tier Implementation Process outlined above.

- b. Complete the Employee Classification Tier Appeals Form (Attachment B).
 - i. Include detailed rationale for the appeal.
 - ii. Attach any supporting documents that may be relevant.
 - iii. Submit the appeals package to the District Attorney by the submission deadline. Appeals received after the submission deadline will be considered late and not be eligible for consideration.

- c. Internal Review Process.
 - i. Employee’s appeal will be reviewed by the District Attorney in consultation with Human Resources.
 - ii. Review of the initial placement and all appeal materials will be completed to assess appropriate classification tier placement.
 - iii. Employee may be asked to provide additional information, clarification, or follow-up via written response or in-person meeting.

- d. Final Decision Implemented.
 - i. After reviewing all relevant information, HR, in consultation with the District Attorney, will make a decision regarding the appeal. This decision will be communicated to you in writing and will outline the reasons for the decision.
 - ii. The effective date for any change in status due to this appeal process will be stated in the final decision. All appeal decisions shall be final and not subject to the grievance process as outlined the DCDA Collective Bargaining Agreement.
- 3. Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision of provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
- 4. The provisions of this MOU are contractual and are not mere recitals. All terms, provisions and conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors and assigns.
- 5. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- 6. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file or a similar format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page is original thereof.
- 7. Any dispute concerning the terms and conditions of this MOU brought by the County or DCDA on behalf of its represented employees will be resolved under the terms of Article 7- Grievance Procedure of the Agreement.
- 8. Except and unless specifically modified by this MOU, all terms and conditions of the Agreement shall remain in effect. To the extent any of the terms of this MOU conflict with those in the Agreement, the term and conditions of this MOU shall prevail for so long as it is in effect.
- 9. The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS FIVE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Agreed to on this _____ day of June, 2023.

Signatures:

Nick Lelack, Deschutes County
Administrator

Date _____

Michael Swart, DCDA President

Date _____

Stephen Gunnels, Deschutes County District Attorney

Date _____

DCDAA Classification Tier Placement Appeal Process – 2023 ATTACHMENT B

An appeals process has been established to permit an employee to seek reconsideration of their classification tier assignment resulting from the implementation of a three-tier classification structure in the Deputy District Attorney job family. The appeal relates only to the classification assignment, not step placement or the policy and implementation decisions made by the District Attorney and the County. All appeals must be received within 30 calendar days of receiving the notification letter.

The process used to determine an employee’s appropriate classification involves substantial review of the responsibilities associated with scope of duties, assigned roles, case load assignments, and complexity of assigned work. The review does not consider such factors as qualifications that are not required for the work of the position, quality of performance, volume of work assigned, anticipated future responsibilities, length of service, or any personal characteristics associated with the individual such as race, ethnicity, gender, etc.

INSTRUCTIONS: All employees who wish to appeal their classification tier assignment must adhere to the following process:

- Review the classification tier placement guidelines.
- Complete the Employee Classification Tier Appeals Form (page Two)
 - Include detailed rationale for the appeal.
 - Attach any supporting documents that may be relevant.
 - Submit the appeals package to the District Attorney by the submission deadline.
- Internal Review
 - Employee’s appeal will be reviewed by the District Attorney in consultation with Human Resources.
 - Review of the initial placement and all appeal materials will be completed to assess appropriate classification tier placement.
 - Employee may be asked to provide additional information, clarification, or follow-up via written response or in-person meeting.
- Decision
 - After reviewing all relevant information, HR, in consultation with the District Attorney, will make a decision regarding the appeal. This decision will be communicated to you in writing and will outline the reasons for the decision.

The effective date for any change in status will be stated in the final decision. Appeals received after the submission deadline will be considered late and not be eligible for consideration. All appeal decisions shall be final and not subject to the grievance process as outlined the DCDAA Collective Bargaining Agreement.

DCDAA Classification Tier Placement Appeal Process – 2023
Employee Classification Tier Appeals Form
Deadline: Within 30 calendar days of receiving the notification letter.

(Fillable-Enabled Form)

Employee Name:			
Contact #/E-mail:		Supervisor:	
Reason for Appeal:	<input type="checkbox"/> Misclassification	<input type="checkbox"/> Other:	
<p>Rationale for Appeal <i>(attach additional sheets, as necessary):</i></p>			
What Classification Tier is a more appropriate match?			
Employee Signature:		Date:	
Supervisor Comments:			
Supervisor Signature:		Date:	

Once your supervisor has reviewed and commented, please submit your appeals package to the District Attorney by the deadline.



**Memorandum of Understanding between Deschutes County
and the Deschutes County District Attorneys Association
Re: Deputy District Attorney Retention Bonus Incentive Program**

This Memorandum of Understanding (“MOU”) is entered into by and between Deschutes County (“County”) and the Deschutes County District Attorneys Association (“Association”). The County and the Association are parties to the *Collective Bargaining Agreement between Deschutes County and the Deschutes County District Attorneys Association, dated July 1, 2023 – June 30, 2026* (“CBA”).

The Deschutes County District Attorney’s Office is currently experiencing employee retention issues with its Deputy District Attorneys caused by lingering issues related to the COVID-19 pandemic, current local and national labor market conditions, and the intensity of the work. The County would therefore like to offer a one-time retention incentive program as detailed below to offer to existing employees in the Deputy District Attorney I, II, III, Supervising Deputy District Attorney and Chief Deputy District Attorney job classifications (collectively, “Deputy District Attorney,” “Deputy,” or “Deputies”) to stabilize staffing among its licensed prosecutorial staff.

The purpose of this MOU is for the County and the Association to come to an agreement to provide the County with the ability to immediately implement an incentive program addressing the challenging retention issues currently impacting the District Attorney’s Office in retaining licensed prosecutorial staff.

In furtherance of the parties’ desire to improve retention of Deputy District Attorneys, the parties hereby agree as follows:

1. The County, in its sole discretion, shall select positions eligible to receive incentive compensation and pilot methods to address retention issues within its Deputy District Attorney classifications. The County may expand or contract compensation or other incentives as allowed under federal and state law, County ordinances and/or policies, or common law. Nothing in this MOU shall preclude the County from making changes, in its discretion, to the incentive program detailed herein, including discontinuing the program for any reason. However, the County shall honor any previously executed individual retention bonus agreements to the extent participating Deputy District Attorneys fulfill the required reciprocal obligations provided in such agreements.
2. The Association acknowledges that under ORS 243.672(1)(e) the parties are obligated to bargain in good faith prior to altering the status quo of any mandatory subject of bargaining that is not included in the CBA. The Association hereby waives any right under federal, state, or common law to bargain any aspect of the incentive program detailed in this MOU, including the implementation, modification, or discontinuation of the program.
3. Pursuant to this MOU, the County may, in its discretion, implement the following incentive program:

a. Deputy District Attorney Retention Bonus – Temporary Program:

- i. The County, at its sole discretion, may offer a retention bonus to any currently employed, qualified Deputy District Attorney, as determined by the County in consultation with the District Attorney. This is a one-time incentive program and the parties agree it does not create a binding or enforceable precedent or past practice.
- ii. A Deputy District Attorney’s acceptance of any retention bonus shall be voluntary and shall require a minimum three-year (36 month) commitment, to be memorialized by a written agreement obligating the participating Deputy to work directly for or in support of the Deschutes County District Attorney’s Office as a Deputy District Attorney. Retention bonuses will be paid as follows:
 - 1. The eligible bonus will be paid in full on the first available, regularly scheduled pay date after the date of full ratification of the CBA and execution of a written retention bonus agreement by the participating Deputy District Attorney;
 - 2. The total bonus shall not exceed \$3,000.00 without prior County approval;
 - 3. Bonus payments will be made available to Deputy District Attorneys for a period of thirty (30) days following full ratification of the CBA; and
 - 4. Bonus payments received pursuant to this incentive program are one-time only; Deputy District Attorneys who are eligible to receive a bonus payment pursuant to this MOU shall have no expectation of further compensation for participating in the incentive program detailed in this MOU than as otherwise provided in subparagraphs 1-3 herein.
- iii. Deputies who voluntarily resign, retire, voluntarily transfer to a position outside of the Deputy District Attorney classifications within the County, or receive discipline at the written reprimand level or higher, including discharge from employment, as defined in Article 13, Section A of the CBA, after receipt of the retention bonus but prior to fulfilling the three-year (36-month) commitment described herein shall reimburse the County the unearned portion of the bonus at the prorated rate of 1/36 of their total bonus for each month not worked during the 36-month period specified in subparagraph ii. above.
- iv. The required written agreement noted in paragraph ii above shall, at minimum, include provisions requiring the following:
 - 1. The employee shall remain in a Deputy District Attorney classification within the County for a minimum of three years (36 months);
 - 2. In the event that the full three-year (36-month) time commitment is not met, employees shall be obligated to reimburse the County the prorated, unearned portion of the bonus paid to them; and

3. If the employee's employment with the District Attorney's Office ends for any reason before full reimbursement of all amounts due, the employee shall be required to reimburse all remaining amounts due within ninety (90) days of their last day of employment with the County.
4. Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision of provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
5. The provisions of this MOU are contractual and are not mere recitals. All terms, provisions and conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors, and assigns.
6. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
7. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file or a similar format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page is original thereof.
8. Any dispute concerning the terms and conditions of this MOU brought by the County or the Association on behalf of its represented employees will be resolved under the terms of Article 12 (Grievance Procedure) of the CBA.
9. Except and unless specifically modified by this MOU, all terms and conditions of the CBA shall remain in effect. To the extent any of the terms of this MOU conflict with those in the CBA, the term and conditions of this MOU shall prevail for so long as it is in effect.
10. The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.

[SIGNATURES TO FOLLOW]

BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Agreed to on this _____ day of June, 2023.

Signatures:

Stephen Gunnels, District Attorney

Date

Nick Lelack, County Administrator

Date

Deschutes County District Attorneys
Association

Date



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Public Hearing: Remand of LBNW LLC Plan Amendment and Zone Change application 247-21-000881-PA, 882-ZC (247-23-000398-A)

RECOMMENDED MOTION:

Hold a public hearing for file 247-23-000398-A (Remand of 247-21-000881-PA, 882-ZC).

BACKGROUND AND POLICY IMPLICATIONS:

On June 28, 2023, the Board of Commissioners (Board) will hold a limited de novo public hearing held to consider a remand decision of the Oregon Land Use Board of Appeals regarding a Plan Amendment and Zone Change application proposed by LBNW LLC and originally approved by the Board under files 247-21-000881-PA, 882-ZC. The full record is located on the project webpage: https://www.deschutes.org/cd/page/247-23-000398-luba-remand-lbnw-llc-comprehensive-plan-amendment-and-zone-change

BUDGET IMPACTS:

None

ATTENDANCE:

Tarik Rawlings, Associate Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)
FROM: Tarik Rawlings, Associate Planner
DATE: June 15, 2023
SUBJECT: Public Hearing: Remand of LBNW LLC Plan Amendment and Zone Change application 247-21-000881-PA, 882-ZC (247-23-000398-A)

On June 28, 2023, the Board of Commissioners (Board) will hold a *limited de novo* public hearing held to consider a remanded decision of the Oregon Land Use Board of Appeals (LUBA) regarding a Plan Amendment and Zone Change application proposed by LBNW LLC (Applicant). The record associated with this remanded review is located on the project webpage¹.

I. HEARING PROCEDURE

Deschutes County Code 22.32.040 notes that the scope of the proceeding for an application on remand must be limited to review the issues that LUBA requires to be addressed, although the Board may use its discretion to reopen the record where it deems necessary. If the Board determines this hearing will be held *limited de novo* meaning that only testimony directed at the issue on remand, whether the new industrial zoning designation would allow uses on the subject property that were not allowed under the previous Exclusive Farm Use (EFU) Zoning and whether those uses could conflict with protected Goal 5 scenic resources associated with the Highway 97 corridor, will be considered. Testimony on other matters will not be accepted during the public hearing.

II. BACKGROUND

On September 30, 2021, an application was filed for a Plan Amendment and Zone change application for a 19.12-acre property located at 65301 N Hwy 97, Bend (Taxlot ID 1612230000305), 65315 Hwy 97, Bend (Taxlot ID 1612230000500), and 65305 Hwy 97, Bend (Taxlot ID 1612230000301) approximately 4.5 miles south of Redmond and approximately

¹ <https://www.deschutes.org/cd/page/247-23-000398-luba-remand-lbnw-llc-comprehensive-plan-amendment-and-zone-change>

4.25 miles north of Bend. The applicant is requesting to rezone and re-designate the property from Agriculture/Exclusive Farm Use - Tumalo/Redmond/Bend subzone (EFU-TRB) to Rural Industrial (RI).

The Deschutes County Hearings Officer issued a decision recommending approval of the application on July 12, 2022. The second hearing, as required by the County procedures ordinance, was held before the Board on September 7, 2022. The Board then adopted Ordinance 2022-011 on December 14, 2022 approving the application with conditions.

Central Oregon Landwatch appealed the county decision to LUBA. On April 24, 2023 LUBA issued its Final Opinion and Order remanding the decision to the County for further findings and conclusions of law. On May 17, 2023, the Applicant initiated remand proceedings under local file no. 247-23-000398-A. A work session was held before the Board on June 26, 2023. The final day on which the County must issue a final decision on this application is September 14, 2023.

III. LUBA REMAND AND APPLICANT RESPONSE

LUBA, in its Final Opinion and Order, remanded the county decision to address the following issue:

- A. Findings to determine whether the new industrial zoning designation would allow uses on the subject property that were not allowed under the previous Exclusive Farm Use (EFU) zoning and whether those uses could conflict with protected Goal 5 resources.**

The final opinion and order provides the following guidance:

(pg. 36) In *NWDA v. City of Portland*, the court explained that the local government is required to apply Goal 5 if the PAPA allows a new use that could conflict with Goal 5 resources.

(pg. 36-37) The questions presented here are whether the new RI zoning allows uses on the subject property that were not allowed under the previous EFU zoning and whether those uses could conflict with protected Goal 5 resources. That the county may have conducted an ESEE analysis in 1992 for other RI-zoned properties in other locations, even nearby locations, and concluded that the LM zone provided the impacted scenic resources sufficient protection does not change the requirement to apply Goal 5 to the PAPA for the subject property.

(pg. 37) [T]he challenged decision allows new uses that could conflict with inventoried Goal 5 resources, and, for that reason, the county is required to comply with OAR 660-023-0250(3).

Staff notes that the applicant, in their initiation of remand materials has not yet provided additional testimony to demonstrate the proposal’s Goal 5 compliance and address the provisions under OAR 660-023-0250(3). Staff anticipates additional information may be submitted prior to or at the public hearing for Board consideration, or potentially during an open record period, should the Board choose to open the record. Any materials received by the applicant in response to the Board’s June 26, 2023, work session will be timely incorporated into the official record.

IV. RESOLVED ISSUES AND PUBLIC COMMENT

The following are issues that have been resolved by LUBA or were not included in the remand and therefore cannot be considered by the Board in its decision:

- That the proposal fails to comply with Goals 3 and/or 14.
- Challenges to the validity of a site-specific Order 1 soil survey relied on by the applicant and Board of County Commissioners in determining whether Tax Lot 301 is agricultural land including the soil scientist’s evaluation of the portions of the subject property labeled “canal” and “infrastructure” as containing Class 8 soils, as the proposal relates to Goal 3.
- Whether Tax Lot 301 is considered agricultural land under ORS 215.203(2)(a) and OAR 660-033-0020(1)(a)(B).
- Challenges to the County’s reliance on the local Rural Industrial (RI) provisions under DCC Chapter 18.100 to conclude that the application is compliant with Goal 14.

V. NEXT STEPS

The Board will conduct a hearing on this item on June 28, 2023. Following the hearing the Board may choose to:

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain; or
- Close both the oral and written portions of the hearing.

The final day on which the County must issue a final decision on this application is September 14, 2023.

Community Development Department

Public Hearing – June 28, 2023

File No. 247-23-000398-A (247-21-000881-PA, 882-ZC)

Request: Applicant-initiated remand of Comprehensive Plan Amendment and Zone Change to rezone and redesignate the property from Agricultural/Exclusive Farm Use to Rural Industrial.

Case Planner: Tarik Rawlings, Associate Planner
Email: Tarik.Rawlings@deschutes.org
Phone: (541) 317-3148



Hearing Procedure

The hearing will be conducted in the following order:

1. Staff will explain the hearing format and how to testify
2. Staff report
3. Testimony
 1. The Applicant
 2. Agencies
 3. Persons in support
 4. Persons in opposition
4. Applicant rebuttal
5. Staff closing comments



Notices & Record Materials

Project Website and Full Record

<https://www.deschutes.org/cd/page/247-23-000398-luba-remand-lbnw-llc-comprehensive-plan-amendment-and-zone-change>



Testifying at Today's Hearing

- **In-person and remote participation meeting format**
- **Before starting your testimony please provide:**
 1. **First and Last Name**
 2. **Mailing Address**
- **Time Limitations**
 - **Applicant = 30 minutes**
 - **Agencies/Government Bodies = 10 minutes**
 - **Other Participants = 3 minutes**
 - **Applicant Rebuttal = 10 minutes**



In-Person Participants

- Please fill out a blue sign-up sheet and submit it to the Board's secretary
- Chair DeBone will call up each person to provide their testimony
- Please come up to the table at the front of the room to provide your testimony

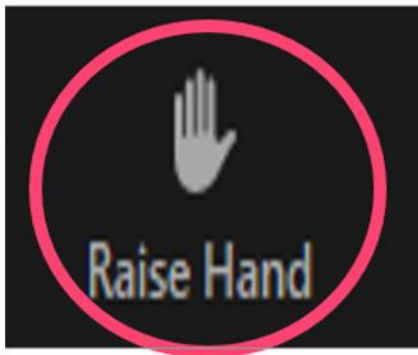


Remote Participants

- To testify remotely you must attend using Zoom
- Chair DeBone will request that all Zoom participants use the “raise hand” feature to notify the Board that you would like to testify

- *Computer / Smart Device*

- ❖ *Press the Raise Hand button*



- *Raise Hand (Dial-in)*

- ❖ *Enter *9 on your keypad*



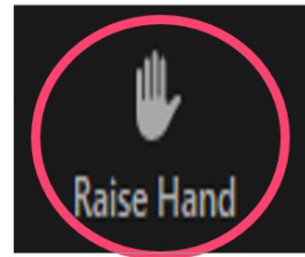
Hearing Procedures

- Written testimony can be submitted to staff
 - ❖ In-person - Hand to staff
 - ❖ Remote - Email to staff: Tarik.Rawlings@Deschutes.org

- Orderly & respectful hearing

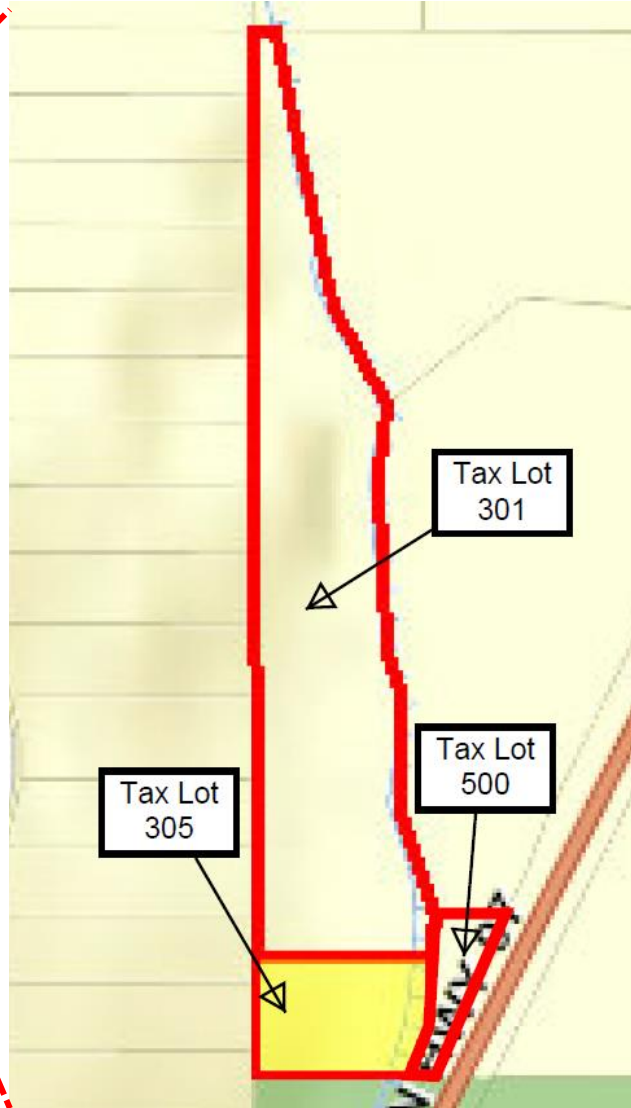
- Commissioner disclosures

- Objections to hearing format



Staff Report

Location



Total of 19.12-acres Along Hwy 97

Assessor's Map: 16-12-23

Tax Lot 301: 15.06 acres

Address: 65305 N Hwy 97

Owner: Johnson

Tax Lot 305: 3.00 acres

Address: 65301 N Hwy 97

Owner: LBNW LLC

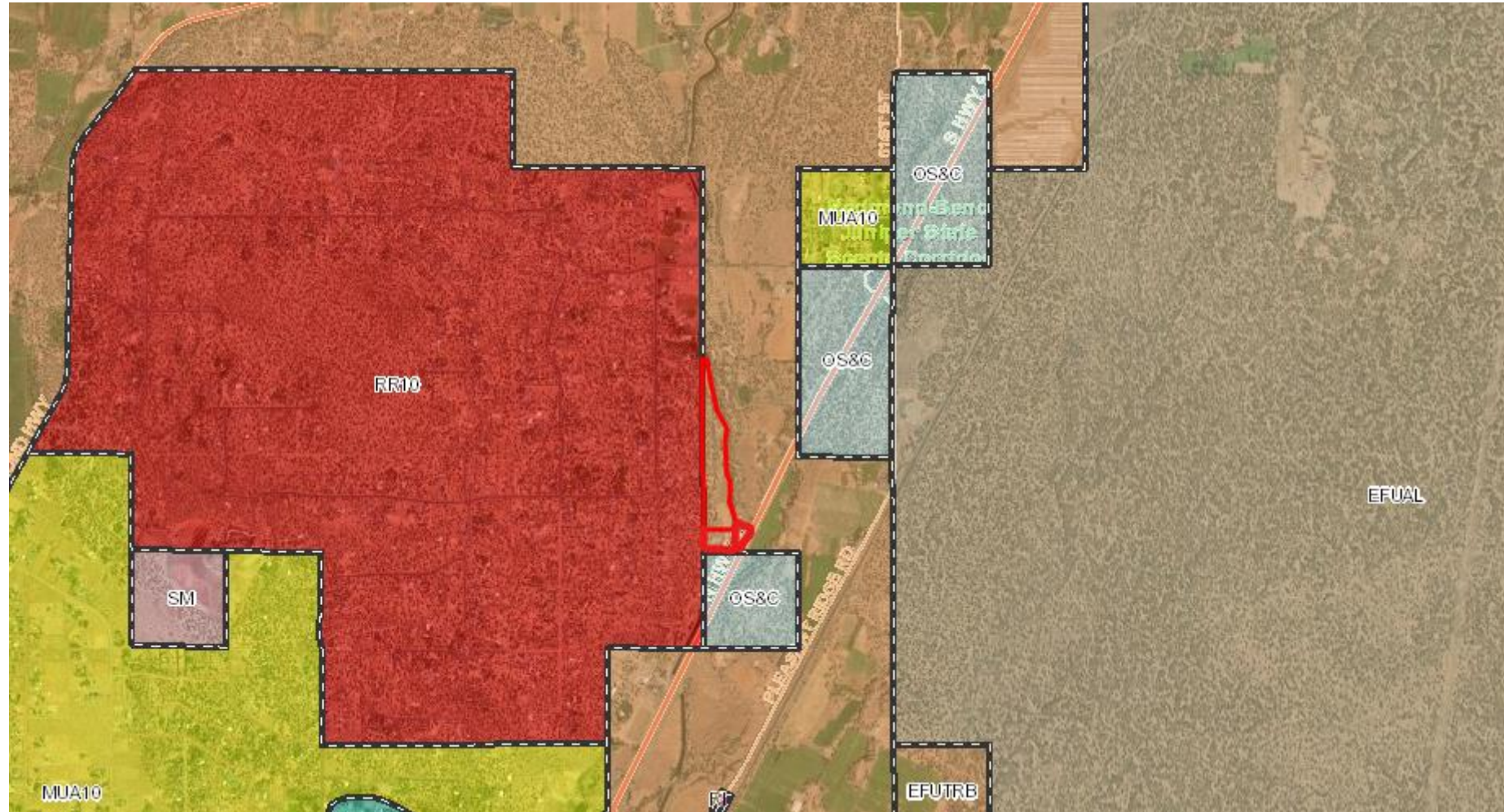
Tax Lot 500: 1.06 acres

Address: 65315 Hwy 97

Owner: LBNW LLC



Surrounding Zoning



Background

- **Current Designation/Zoning:**
 - **Agriculture/EFU-Tumalo/Redmond/Bend**
- **Proposed Designation/Zoning:**
 - **Rural Industrial**
- **No use proposed**
- **Approved with conditions December 14, 2022**
- **Appealed to LUBA**



LUBA Remand

- **Narrow issue**
 - **Goal 5 and OAR 660-023-0250(3)**
 - **Whether new industrial designation would allow new uses not previously allowed under EFU and whether those uses would conflict with Goal 5 scenic resources**
- **Applicant Submittal**
 - **Proposal already complies with Goal 5**
 - **Timeliness**



Resolved Issues

- **County reliance on local RI provisions for Goal 14 compliance**
- **Agricultural land quality for Tax Lot 301 related to Order 1 Soil Survey, ORS 215.203(2)(a), and OAR 660-033-0020(1)(a)(B).**
- **Need for Goal 3 or Goal 14 exception**



Public Comment

- **No public comments received**



Next Steps

- **Continue hearing to date and time certain**
- **Close public hearing and establish open record period for additional written evidence or testimony, rebuttal, and final argument; or**
- **Close oral and written record**

120-day timeline for final decision to be issued (September 14, 2023)



Open Record Period

- All submittals should be to sent to **Tarik Rawlings, Associate Planner**
- Electronic submittals should be:
 - Sent to Tarik.Rawlings@Deschutes.org
- Deschutes County does not take responsibility for retrieving information from a website link or a personal cloud storage service.
- Electronic submittals **must be received by the County's server by 4pm** on the date of the deadline



Open Record Period Deadlines

- **New Evidence & Testimony – Wed, _____ at 4 pm (14 days)**
- **Rebuttal – Wed, _____ at 4pm (7 days)**
- **Final Argument (Applicant Only) – Wed, _____ at 4pm (7 days)**



Questions?

Tarik Rawlings, Associate Planner

541-317-3148

Tarik.Rawlings@deschutes.org





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Public Hearing: Application for 2023 Community Development Block Grant

RECOMMENDED MOTION:

First, hold a public hearing. Thereafter, approve submittal of the grant application to Business Oregon as proposed.

BACKGROUND AND POLICY IMPLICATIONS:

The purpose of this hearing is for the Board of County Commissioners to obtain citizen input and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Business Oregon administers the state of Oregon’s annual federal allocation of Community Development Block Grant (CDBG) funds for non-metropolitan cities and counties. The primary objective of the CDBG program is to develop livable urban communities for persons of low and moderate incomes by expanding economic opportunities and providing housing and suitable living environments.

Deschutes County is eligible to apply for a 2023 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Deschutes County is preparing an application for a 2023 Community Development Block Grant from the Business Oregon for the Central Oregon Regional Housing Rehabilitation project, which will provide home repair and rehabilitation loans to homeowners in Crook, Deschutes and Jefferson counties, outside of Bend and Redmond. It is estimated that the proposed project will benefit at least 25 persons, of whom 100% will be low or moderate income.

The cities of Bend and Redmond are urban/entitlement communities that receive funds

directly from the US Department of Housing and Urban Development and not eligible to apply for a CDBG grant. Deschutes County is a non-entitlement entity and may access CDBG funds through this grant process. Approximately \$12 million will be awarded to Oregon non-metropolitan cities and counties in 2023.

Deschutes County will be applying for a \$400,000 grant. Although funds are sub-granted to NeighborImpact, Deschutes County will retain responsibility for compliance with program rules, regulations, etc. NeighborImpact is responsible for various grant administration activities to support the grant recipient local government, in addition to operator of the lending program.

BUDGET IMPACTS:

None

ATTENDANCE:

- Erik Kropp, Deputy County Administrator
- Stephanie Robinson, Administrative Analyst
- Andrew Spreadborough, Deputy Executive Director, NeighborImpact

Public Notice and Notice of Public Hearing

Deschutes County is eligible to apply for a 2023 Community Development Block Grant from Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$11 million will be awarded to Oregon non-metropolitan cities and counties in 2023. The maximum grant that a city or county can receive for a housing rehabilitation project is \$500,000.

Deschutes County is preparing an application for a 2023 Community Development Block Grant from the Business Oregon for the Central Oregon Regional Housing Rehabilitation project, which will provide home repair and rehabilitation loans to homeowners in Crook, Deschutes and Jefferson counties, outside of Bend and Redmond (cities that directly receive Community Development Block Grant funds). It is estimated that the proposed project will benefit at least 30 persons, of whom 100% will be low or moderate income.

A public hearing will be held by the Deschutes County Board of Commissioners at 9:00 AM on Wednesday, June 28, at the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon. The purpose of this hearing is for the Board of County Commissioners to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Written comments are also welcome and must be received by June 28 at the Deschutes County Services Building, 1300 NW Wall Street, Bend, Oregon. The public may also comment by emailing citizeninput@deschutes.org or leaving a voice mail message at 541-385-1734. Both oral and written comments will be considered by the Board of County Commissioners in deciding whether to apply.

The location of the hearing is accessible to persons with disabilities. Please contact Stephanie Robinson, Grants and Operations Specialist, at 541-330-4627 if you will need any special accommodations to attend or participate in the meeting.

More information about Oregon Community Development Block Grants, the proposed project, and records about the city's past use of Community Development Block Grant funds is available for public review at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon during regular office hours. Advance notice is requested. If special accommodations are needed, please notify Stephanie Robinson, Grants and Operations Specialist, at 541-330-4627 so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate-income housing that is demolished or converted to another use will be replaced.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Oregon Health Authority grant agreement #180009 for Public Health

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2023-606, an intergovernmental agreement with Oregon Health Authority for grant funding.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority (OHA) intergovernmental agreement (IGA) #180009 outlines the program descriptions and reporting requirements for Deschutes County, the Local Public Health Authority (LPHA), for fiscal year (FY) 2024 and 2025, and provides \$3,646,771.85 of funding for FY 2024.

The individual public health program elements (PE) represented in this Intergovernmental Agreement include disease prevention services, Maternal, Child and Adolescent Health (MCAH) services, School Based Health Centers (SBHC), the Women, Infants and Children (WIC) program, Public Health Emergency Preparedness and Response (PHEPR) Program, the Safe Drinking Water Program, tobacco, alcohol, drug and suicide prevention services, family planning, and public health modernization. Each PE has a set of program description, operational and reporting requirements.

This IGA provides funding for FY 2024 in the amount of \$3,646,771.85, which includes two new program elements:

- \$1,517.82 for PE 01-12 ACDP Infection Prevention Training
- \$622,298.28 for PE 51-05 CDC PH Infrastructure Funding through November 30, 2027

Additional funding anticipated in future amendments includes the following:

- \$275,018 for Ryan White Programs HIV/AIDS Services, PE 08-01 Case Management, 08-02 Support Services, 08-03 Oral Health
- \$120,767 for PE 60 Suicide Prevention

- \$1,248,303.27 for PE 01-01 State Support for Public Health, PE 12-01 Public Health Emergency Preparedness and Response, PE 13-01 Tobacco Prevention and Education Program, PE 51-01 LPHA Leadership, Governance and Program Implementation and PE 51-02 Regional Partnership Implementation, each which only received first quarter funding (estimate based on first quarter awards).
- \$1,059,837.39 of estimated carry forward funding for PE 01-09 COVID 19 Monitoring, PE 01-10 OPI-CARES Immunization and Vaccines for Children, and PE 51-03 ARPA WF funding for Emergency Response, none of which will receive new funding;

When adjusted for anticipated future awards, FY 2024 funding is \$6,350,697.51, a decrease of \$1,125,401 (-15%) from FY 23. The main reason for the decrease year-over-year is due to diminishing resources for COVID-19 funding, which expire end of FY 2024, as well as larger carryover experienced in FY 2023 than FY 2024.

BUDGET IMPACTS:

\$3,646,771.85 revenue for the term July 1, 2023 – June 30, 2024.

ATTENDANCE:

Heather Kaisner, Public Health Director
Cheryl Smallman, Health Services Business Officer

DOCUMENT RETURN STATEMENT

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

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

Document number: 180009 , hereinafter referred to as "Document."

I, _____
Name Title

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

Deschutes County Health Services by email.

Contractor's name

On _____ ,
Date

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

Authorizing signature Date

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

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

AGREEMENT #180009

2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Deschutes County, the Local Public Health Authority for Deschutes County (“LPHA”).

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

- Effective Date and Duration.** This Agreement shall become effective on July 1, 2023, regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2025.
- Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A](#) [Definitions](#)

[Exhibit B](#) [Program Element Descriptions](#)

[Exhibit C](#) [Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D](#) [Special Terms and Conditions](#)

[Exhibit E](#) [General Terms and Conditions](#)

- [Exhibit F Standard Terms and Conditions](#)
- [Exhibit G Required Federal Terms and Conditions](#)
- [Exhibit H Required Subcontract Provisions](#)
- [Exhibit I Subcontractor Insurance Requirements](#)
- [Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

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

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

3. SIGNATURES.

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

Signature: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

DESCHUTES COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 9, 2023, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

EXHIBIT A DEFINITIONS

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

1. **“Agreement”** means this 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Assistance Listing #”** means the unique number assigned to identify a Federal Assistance Listing, formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3) (b) ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

- 15. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:
 - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
- 16. **“Oregon Health Authority” or “OHA”** means the Oregon Health Authority of the State of Oregon.
- 17. **“Overexpenditure”** means funds disbursed to LPHA by OHA under this Agreement and expended by LPHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, “Special Terms and Conditions.”
- 18. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement.

2023-2025 PROGRAM ELEMENTS (PE)

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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PE 01 – State Support for Public Health

<u>PE 01-01</u> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<u>PE 01-07</u> ELC ED Contact Tracing	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-08</u> COVID Wrap Direct Client Services	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-09</u> COVID-19 Active Monitoring - ELC	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-10</u> OIP - CARES	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
<u>PE 03 – Tuberculosis Case Management</u>					
<u>PE 03</u> Tuberculosis Case Management	N/A	N/A	N/A	N	N
<u>PE 03-02</u> Tuberculosis Case Management	FF	Tuberculosis Control & Elimination	93.116	N	Y
<u>PE 07 – HIV Prevention Services</u>					
<u>PE 07</u> HIV Prevention Services	FF	CDC/HIV Prevention Activities, Health Department Based	93.940	N	Y
	GF	N/A	N/A	N	N
<u>PE 10 – Sexually Transmitted Disease (STD)</u>					
<u>PE 10</u> Sexually Transmitted Disease (STD)	N/A	N/A	N/A	N	N
<u>PE 10-02</u> Sexually Transmitted Disease (STD)	FF	CDC/Preventive Health Services - Sexually Transmitted Diseases Control Grants	93.977	N	Y
<u>PE 12 – Public Health Emergency Preparedness and Response (PHEP)</u>					
<u>PE 12-01</u> Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
<u>PE 12-02</u> COVID-19 Response	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<u>PE 13 – Tobacco Prevention and Education Program (TPEP)</u>					
<u>PE 13-01</u> Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
<u>PE 36 – Alcohol Drug Prevention Education Program</u>					
<u>PE 36</u> Alcohol and Drug Prevention Education Program	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	Y
	OF	N/A	N/A	N	N
	GF	N/A	N/A	N	N

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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PE 40 – Special Supplemental Nutrition Program for Women, Infants & Children

<u>PE 40-01</u> WIC NSA: July-September	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<u>PE 40-02</u> WIC NSA: October-June	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<u>PE 40-03</u> BFPC: July-September	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
<u>PE 40-04</u> BFPC: October-June	FF	WIC Breastfeeding Peer Counseling Grant	10.557	N	Y
<u>PE40-05</u> Farmer's Market	GF	N/A	N/A	N	N

PE 42 Maternal, Child and Adolescent Health (MCAH) Services

<u>PE 42-03</u> Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 42-04</u> Babies First! General Funds	GF	N/A	N/A	N	N
<u>PE 42-06</u> General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 42-11</u> Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y
<u>PE 42-12</u> Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
<u>PE 42-13</u> Family Connects Oregon	GF	N/A	N/A	N	N
<u>PE 42-14</u> Home Visiting	GF	N/A	N/A	N	N

PE 43 – Immunization Services

<u>PE 43-01</u> Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
<u>PE 43-02</u> Wallowa County and School Law	GF	N/A	N/A	N	N
<u>PE 43-06</u> CARES Flu	FF	CDC/Immunization and Vaccines for Children	93.268	N	Y
<u>PE 43-07</u> School Law	GF	N/A	N/A	N	N

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
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PE 44 – School-Based Health Centers (SBHC)

<u>PE 44-01</u> SBHC Base	GF	N/A	N/A	N	N
<u>PE 44-02</u> SBHC Mental Health Expansion	OF	N/A	N/A	N	N
<u>PE 44-03</u> COVID COAG Funds	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<u>PE 44-04</u> SBHC Telehealth Program	GF	N/A	N/A	N	N

PE 46 – Reproductive Health

<u>PE 46-05</u> RH Community Access	FF	DHHS/Family Planning Services	93.217	N	Y
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PE 50 Safe Drinking Water Program

<u>PE 50</u> Safe Drinking Water (SDW) Program	FF	EPA/State Public Water System Supervision	66.432	N	N
	FF	EPA/ Capitalization Grants for Drinking Water State Revolving Funds	66.468	N	N
	GF	N/A	N/A	N/A	N/A

PE 51 – Public Health Modernization: Leadership, Governance and Program Implementation

<u>PE 51-01</u> Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
<u>PE 51-02</u> Regional Partnership Implementation	GF	N/A	N/A	N	N
<u>PE 51-03</u> ARPA WF Funding	FF	CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	N	Y
<u>PE 51-04</u> Modernization Special Projects	FF	CDC/Preventive Health and Health Services Block Grant	93.991	N	Y
<u>PE 51-05</u> Public Health Infrastructure Funding	FF	CDC/OHA/PHD’s application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems	93.967	N	Y

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>ASSIST- ANCE LISTING #</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB- RECIPIENT (Y/N)</u>
<u>PE 73 – HIV Early Intervention</u>					
<u>PE 73</u> HIV Early Intervention	GF	HIV Early Intervention and Outreach Services	N/A	N	N

Fund Types:

GF means State General Fund dollars.

OF means Other Fund dollars.

FF means Federal Funds.

19. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
20. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3.
21. **“Subcontractor”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.
22. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

EXHIBIT B PROGRAM ELEMENT DESCRIPTIONS

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

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

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

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

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

2. Definitions Specific to State Support for Public Health

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

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

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

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

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

Not applicable.

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

Not applicable.

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

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases) as prescribed in OHA CD Investigative Guidelines available at:
<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.

g. COVID-19 Specific Work

In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. OHA will share with LPHA the grant agreement and deliverables between OHA and OHA-funded CBOs and the contact information for all the CBOs. LPHA must communicate with OHA-funded CBOs about any changes that will affect coordination for wraparound services.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure COVID-19 related services, including case investigation, social services and wraparound supports are available to eligible individuals, and provided in a culturally and linguistically responsive manner with an emphasis on serving disproportionately impacted communities.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (i)** Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (j)** Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a)** Work with OHA regional field operations coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction.
- (b)** Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities

(3) Case Investigation

LPHA must:

- (a)** Conduct high-risk Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b)** Enter all high-risk COVID-19 case investigation and outbreaks in Opera and Opera Outbreaks, as directed by OHA.
- (c)** Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data for high-risk cases being interviewed if data are not already entered in OPERA.
- (d)** Ensure all LPHA staff designated to utilize Opera are trained in this system. Include in the data whether new high-risk positive Cases are tied to a known existing positive Case or to community spread.

(4) Isolation.

LPHA must facilitate efforts, including by partnering with OHA-funded CBOs and other community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

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

(6) Tribal Nation support.

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

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

LPHA must:

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

- (b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.
 - (c) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.
- (8) **COVID-19 Vaccine Planning and Distribution.**

As CARES/COVID supplemental funding resources are available, LPHA must:

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

(f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities

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

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

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

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

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

6. **Reporting Requirements.**

Not applicable.

7. **Performance Measures.**

Not applicable.

Program Element #03: Tuberculosis Services

OHA Program Responsible for Program Element:

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

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

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

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

U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

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

2. **Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or LTB Infection.
- e. **B-waiver Follow-Up:** B waiver follow-up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. **Case:** A Case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.

- g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.
 - h. **Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
 - i. **Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
 - j. **Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA’s Investigative Guidelines.
 - k. **Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
 - l. **Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
 - m. **Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
 - n. **Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
 - o. **Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
 - p. **TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

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

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

Not applicable

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

Not applicable

4. Procedural and Operational Requirements., By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following requirements:

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

b. LPHA will receive \$3500 for each new case of Active TB disease documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B waiver follow-up.

- c. **TB Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
- (1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.
 - (3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4) DOT is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.
 - (5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
 - (6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
 - (7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts or confirm that all located Contacts were advised of their risk for TB infection and disease.
 - (8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
- e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
- f. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.

- g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.
5. **General Revenue and Expense Reporting.** In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver follow ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA- PHD will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.
6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:
- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBER_CULOSIS/Pages/tools.aspx . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
- b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.
7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
- c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be evaluated for infection and disease.**
- d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **91.0% will start treatment.**
- e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment.**
- f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

Program Element #07: HIV Prevention Services**OHA Program Responsible for Program Element:**

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

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

Currently in Oregon there are 220-240 new HIV infections per year. People who know they have HIV are less likely to spread it to others. People who know they have HIV can start life-saving treatment, protecting their health and reducing their risk of passing HIV on to others. There are a variety of prevention tools known to work, including PrEP (pre-exposure prophylaxis), a daily pill to prevent infection. For newly diagnosed people living with HIV, daily treatment, as prescribed, and maintaining an undetectable viral load not only helps maximize their health and the quality of their lives, but also eliminates sexual transmission of the virus. The earlier new infections are detected and treated, and viral suppression obtained, the closer Oregon is to its goal of zero new HIV infections within five years.

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

2. **Definitions Specific to HIV Prevention Services.**

- a. **Anonymous HIV Test:** The circumstances by which an individual client's name and contact information is not disclosed at the time of an HIV test.
- b. **At-Home HIV Test:** Method of testing for HIV in which an individual self-administers a rapid HIV test. Results of the test are known only to the individual and require follow-up with a medical professional in the event of a positive or indeterminate result.
- c. **Confidential HIV Test:** The circumstance by which an individual client's name and contact information is disclosed at the time of the HIV test but that information and the test results are protected from disclosure other than for those purposes identified in OAR 333-022-0210.
- d. **Comprehensive HIV Prevention Services for Persons Living with HIV (PLWH):** Services for PLWH that promote health and quality of life, and prevent further transmission. These services include linkage to:
- retention or re-engagement in care and treatment;
 - other medical and social services;
 - risk screening;
 - interventions focusing on treatment adherence, risk reduction or disclosure;
 - interventions for HIV- discordant couples; and
 - referrals to HIV Screening for STDs, hepatitis or TB, ongoing HIV Partner Services (not limited to newly diagnosed persons), and efforts to ensure HIV- positive pregnant women receive the necessary interventions to prevent vertical transmission.
- e. **HIV Outbreak:** The occurrence of an increase in cases of HIV in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
- f. **HIV Screening:** Implementation of a HIV Testing Strategy.

- g. **HIV Testing Strategy:** The approach an entity uses to define a population who will be tested.
- h. **Partner Services:** A systematic approach to notifying sex and needle-sharing partners of HIV-positive persons of their possible exposure to HIV so they can be offered HIV testing and learn their status, or, if already HIV-positive, prevent transmission to others.
- i. **PrEP:** Pre-exposure prophylaxis is a medication when used as prescribed, can greatly reduce the risk of acquiring HIV.
- j. **Program Review Panel:** A panel comprised of community members and established in accordance with CDC guidelines which reviews and approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and Health Promotion	Environmental Health	Population Health	Access to Clinical Preventive Services	Leadership and Organizational Competencies	Health Equity and Cultural Responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy and Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
HIV Testing	X				*	X	X	X	X			
Prevention with Positives/Linkages to Care	X				*				X			
Condom Distribution	*	X						X				
Syringe Services	*	X			X	X	X	X		X		

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

Not applicable.

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

Not applicable.

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

- a. Engage in activities as described in its local program plan, which has been approved by OHA.
- b. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- c. **HIV Prevention Services.** LPHA’s HIV Prevention Program must include the following minimum components:
- (1) Identify persons with HIV infection or uninfected persons at risk for HIV infection as follows:
- (a) Provide rapid HIV testing for individuals at risk, including those individuals who request HIV Screening, in clinical and non-clinical settings following guidance outlined in “Centers for Disease Control and Prevention Implementing HIV Testing in Nonclinical Settings: A Guide for HIV Testing Providers” which can be found at:
https://www.cdc.gov/hiv/pdf/testing/CDC_HIV_Implementing_HIV_Testing_in_Nonclinical_Settings.pdf
- (b) Provide HIV testing (either rapid or conventional) for individuals presenting with a bacterial STI, particularly, rectal gonorrhea and/or syphilis. For those individuals presenting for HIV testing, offer other Sexually Transmitted Infection (STI) testing.
- (c) Offer confirmatory testing via a laboratory or by a second rapid HIV test from a different manufacturer than the first rapid HIV test for individuals with positive rapid HIV test results.
- (d) Provide referral for medical and supportive services and ensure linkage to these services for individuals who are HIV positive.
- (e) Use an OHA approved HIV Test Request Form for each testing event funded in whole, or part, by the HIV Prevention Program. The form can be found at:
https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/HIVSTDVIRALHEPATITIS/HIVPREVENTION/Documents/hivtestprocess/HIVPreventionTestForm_HPP.pdf
- (f) Use a Confidential HIV Test for complete data collection. No HIV test funded in whole, or part, by the HIV Prevention Program, can be an Anonymous HIV Test (with the exception of an At-Home HIV Test as provided in (g) below).
- (g) With prior approval from OHA, provide At-Home HIV Test kits to persons at risk for HIV infection whose status is unknown.
- (h) Have a Certificate of Waiver from the Clinical Laboratory Improvement Amendments (CLIA) program if offering a rapid HIV test.

- (i) Ensure that all staff who provide rapid HIV tests are trained and certified to do so as defined by the product-specific guidelines identified by the manufacturer of the rapid HIV test in use. Staff are also required to complete an OHA-approved online training around provision of HIV testing and prevention services.
- (2) Provide comprehensive HIV-related prevention services for person living with diagnosed HIV infection as follows:
 - (a) Provide Partner Services for those with newly diagnosed HIV infection and those previously diagnosed with HIV infection, and their partners.
 - (b) Provide linkage to medical care, treatment, and prevention services for PLWH.
 - (c) Link persons with newly diagnosed HIV infection to medical care within 30 days of diagnosis.
 - (d) Re-engage PLWH who are currently not in care into medical care.
 - (e) Support retention in medical care, treatment, and prevention services for PLWH.
 - (f) Follow up with HIV-positive individuals identified as being out of care by HIV surveillance in order to determine current residence and link to HIV medical care and other supportive services as needed (i.e. Data to Care activities).
 - (g) Work in conjunction with OHA staff to respond to and intervene in HIV transmission clusters and HIV Outbreaks as necessary.
- (3) Provide comprehensive HIV-related prevention services for HIV-negative persons at risk for HIV infection as follows:
 - (a) Increase awareness of and expand access to PrEP, including medication adherence.
 - (b) Promote consumer knowledge, access, and use of PrEP, including referrals into or the provision of PrEP navigation services.
 - (c) Identify community/individual candidates for PrEP services using HIV surveillance, testing, and other data (refer to US Public Health Service Preexposure Prophylaxis for the Prevention of HIV Infection in the United States –2017 Update Clinical Practice Guideline available at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf> and the Clinical Providers Supplement available at <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-provider-supplement-2017.pdf>).
- (4) Conduct community-level HIV prevention activities as follows:
 - (a) Distribute condoms to populations engaging in high-risk behaviors and provide referrals to the free mail-order condom service funded by OHA <https://www.onecondoms.com/pages/oregon>.
 - (b) Distribute and have available culturally and language appropriate HIV information for community members in the local jurisdiction; this may include, but not be limited to, written materials, social media, public information, and meeting presentations. For this process use a CDC defined Program Review Panel which is described in the document available at: <https://www.cdc.gov/hiv/pdf/funding/announcements/ps12-1201/cdc-hiv-ps12-1201-content-review-guidance.pdf>

- (c) Support and promote the use of media technology (e.g. internet, texting, web applications) for HIV prevention messaging to targeted populations and communities.
 - (d) Encourage community mobilization to create enabling environments that support HIV prevention by actively involving community members in efforts to raise HIV awareness, building support for and involvement in HIV prevention efforts, motivating individuals to work to end HIV stigma and encouraging HIV risk reduction.
 - (e) Create a specific engagement plan for communities of color which includes anti-stigma approaches and activities for populations which are in alignment with the Epidemiologic Overview in the “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”
 - (f) Administer harm reduction efforts, if permitted and based on local need, to reduce the risk of transmission of HIV/Hepatitis C, such as, but not limited to, operation of a Syringe Service Program, the purchase and distribution of wound care supplies, sharps containers, and clean supplies used for injection drug use; however, purchase of syringes (needles), cookers and naloxone is not allowable with these funds. <https://www.cdc.gov/hiv/risk/ssps.html>
- (5) **Confidentiality.** In addition to the requirements set forth in Section 12 of Exhibit F, General Terms and Conditions, of this Agreement and above in this Program Element, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
- (a) Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011. <https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>
 - (b) All HIV testing data entry is done directly by providers into Evaluation Web, the CDC’s database system for HIV testing. Evaluation Web is accessed using two-factor authentication through the CDC Secure Access Management System (SAMS). Providers needing access to SAMS for data entry into Evaluation Web must first request access through OHA.
 - (c) Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee, volunteer or Subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.
 - (d) Each provider of HIV Prevention Services must report to the OHA the nature of confirmed breaches by its staff, including volunteers and Subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.

- (6) Use of financial awards for HIV Prevention Program activities include:
- (a) Staffing and structure for programs addressing goals, objectives, strategies and activities described in the current “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”
 - (b) Collaborative work with other agencies furthering HIV prevention work.
 - (c) Advertising and promotion of activities.
 - (d) Travel costs.
 - (e) Incentives for participation in services, as approved by OHA. Prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of cash or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
 - (f) Purchase and/or production of program materials.
 - (g) Necessary office equipment and/or supplies to conduct activities, excluding furniture unless approved by OHA.
 - (h) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings.
 - (i) Paperwork, meetings, and preparation related to conducting programs.
 - (j) Supervision, data collection and review and quality assurance activities.
 - (k) Participation in planning, task force and other workgroups.
- (7) Use of financial awards for HIV Prevention Program activities does not include financial assistance to provide treatment and/or case management services.
- (8) **LPHA responsibility if subcontracting for delivery of services.** LPHA may use a portion of HIV Prevention program funding to subcontract with another community based organization for delivery of services. LPHA must ensure each Subcontractor adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each Subcontractor:
- (a) Completes an OHA approved planning/reporting document.
 - (b) Submits fiscal and monitoring data in a timely manner.
 - (c) Meets the standards outlined in this Program Element.
 - (d) Identifies and participates in capacity building and quality assurance activities applicable to the Subcontractor.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

In addition to the reporting requirements set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA and any Subcontractors must submit the following reports and information to OHA:

- a. LPHA and Subcontractors must enter into the relevant database(s) all demographic, service and clinical data fields within 30 days of the date of service. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the LPHA and Subcontractor to establish and implement a corrective action plan.
- b. Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the program plan. This report is due within 30 days after the close of each calendar quarter.

7. **Performance Measures.**

Not Applicable

Program Element #10: Sexually Transmitted Diseases (STD) Client Services**OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services. ORS 433.006 and OAR 333-019-0000 assign responsibility to LPHAs for sexually transmitted disease (STD) investigations and implementation of STD control measures within an LPHA's service area. STD client services may include, but are not limited to, Case finding, Partner Services (i.e., contact tracing), clinical and laboratory services, and education and outreach activities. The funds provided for STD client services under the Agreement for this Program Element may only be used as supplemental funds to support LPHA's STD investigations and control efforts and are not intended to be the sole funding for LPHA's STD client services program.

STDs are a significant health problem in Oregon, with over 22,000 new Cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in Healthier Together Oregon, the State Health Improvement Plan.

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

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Case:** An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.
- b. **Case Investigation:** A process that includes identifying Cases, conducting a Case interview, collecting and reporting Core Variables, and providing Partner Services.
- c. **Contact:** Sexual partner of STD Case.
- d. **Core Variables:** Variables required by OHA and the CDC cooperative agreement PS19-1901 Strengthening STD Prevention and Control for Health Departments (STD PCHD) that are essential for counting and/or investigating reported Cases accurately and for describing trends in reported Cases in key populations at the local and state level.
- e. **Disease Intervention Specialist:** Job title used to identify staff person(s) trained to deliver HIV/STD Partner Services.
- f. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.a.(4) of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program."

- g. Investigative Guidelines:** OHA reportable disease guidelines, which are incorporated herein by this reference.
 - h. Partner Services:** Partner Services refers to a continuum of clinical evaluation, counseling, diagnostic testing, and treatment designed to increase the number of persons diagnosed with HIV, syphilis, gonorrhea, and chlamydia brought to treatment and reduce transmission among sexual networks. Partner Services includes conducting Case interviews to identify sex and needle-sharing partners, offering to conduct partner notification, providing STD/HIV testing (or referrals) to all contacts, and referring Cases and Contacts to HIV PrEP and additional medical/social services, including treatment.
 - i. Priority Gonorrhea Cases:** Gonorrhea Cases requiring Case Investigation, defined as Cases among pregnant or pregnancy-capable individuals, Cases among individuals co-infected with HIV; and rectal gonorrhea Cases.
 - j. Priority Syphilis Cases:** Syphilis Cases requiring Case Investigation, defined as Cases staged as primary, secondary, and early non-primary non-secondary syphilis and Cases of any syphilis stage among pregnant or pregnancy-capable individuals.
 - k. Reportable STDs:** A Reportable STD refers to diagnosed or suspected Cases of Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
 - l. STD Outbreak:** The occurrence of an increase in Cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
 - m. Technical Assistance:** Services of OHA HIV/STD Prevention staff to support the LPHA's delivery of STD Client Services, which include providing training and support during STD Case Investigations and STD Outbreak response.
- 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventiv eservices	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*						X		X			
STD client services (screening, testing, treatment, prevention).	*				X		X		X			
Condom and lubricant distribution.	*						X		X			

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

Not applicable.

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

Not applicable.

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

a. **Under Sexually Transmitted Disease (PE10-01), LPHA agrees to conduct the following activities, which are not dollar amount funded items:**

- (1) Acknowledge and agree that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA’s service area, for preventing the incidence of STDs within LPHA’s service area, and for reporting in a timely manner the

incidence of Reportable STDs within LPHA's service area (as described below in Section 6, Reporting Requirements). LPHA must fulfill the following minimum Case Investigation expectations described below:

- (a) HIV: Case Investigation should be completed for each HIV Case assigned to the LPHA by the OHA HIV Surveillance Program.
 - (b) Syphilis: At minimum, Case Investigations must be completed for all Priority Syphilis Cases as defined below. Other syphilis Cases must be investigated if there is staffing capacity or there are no Priority Syphilis Cases. OHA may require LPHA to investigate other syphilis Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other syphilis Cases. Priority Syphilis Cases include:
 - i. All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age.
 - ii. All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require treatment verification. Refer to the OHA Syphilis Investigative Guidelines.
 - (c) Gonorrhea: At minimum, Case Investigations must be completed for all Priority Gonorrhea Cases as defined below. Other gonorrhea Cases must be investigated if there is staffing capacity or there are no Priority Gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases if necessitated by local epidemiology, an STD Outbreak response, or other considerations. LPHA may also independently require Case Investigation for other gonorrhea Cases. Priority Gonorrhea Cases include:
 - i. All rectal gonorrhea Cases.
 - ii. All Cases among pregnant or pregnancy-capable individuals.
 - iii. All Cases among individuals co-infected with HIV.
 - (d) Chlamydia: Case Investigation for chlamydia Cases is not expected and may be pursued at the discretion of the LPHA.
- (2) Provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. Clinical STD Client Services consist of screening individuals for Reportable STDs and treating Cases and their Contacts.
 - (3) Provide STD Client Services including Case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - (a) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (b) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <https://www.oregon.gov/oha/ph/diseasesconditions/communicabledisease/reportingguidelines/pages/index.aspx>
 - (c) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
 - (d) Current "Centers for Disease Control and Prevention Sexually Transmitted Infections Treatment Guidelines," which can be found at: <https://www.cdc.gov/std/treatment/>.

- (4) OHA may provide, pursuant to this Agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat Cases or Contacts, subject to the following requirements:
- (a) The medications must be provided at no cost to the individuals receiving treatment.
 - (b) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - (c) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
 - (d) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use “340B medications” to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding the 340B Drug Pricing Program.
 - (e) Any 340B costs savings or program income realized as a result of this funding must be utilized in a manner consistent with the goals of the program in which it was authorized under. Therefore, any cost saving as a result of STD funding must be used to increase, enhance and support STD screening and treatment services.
 - (f) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section.
 - (g) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA must distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.
 - (h) LPHA staff funded through this Agreement may be utilized to assist with Directly Observed Therapy (DOT) for Tuberculosis Services on a case-by-case basis. LPHA will notify the OHA STD program and obtain approval via email before using STD funding for TB DOT activities.
- (5) OHA will, pending the availability of funds, provide the following items to the LPHA in-kind: STD medications, gift card incentives, condoms, lubricant, rapid HIV test kits, rapid syphilis test kits, and coverage of certain lab fees through the Oregon State Public Health Laboratory.

- b. Under Sexually Transmitted Disease (PE10-02), LPHA agrees to conduct the following activities if funding has been approved:**
- (1)** Train and maintain at least one staff to act as a Disease Intervention Specialist (DIS), as described in its local staffing plan, which has been approved by OHA. OHA shall make available CDC-training to LPHAs needing to train staff as a DIS.
 - (2)** All PE10-02 funded staff conducting STD case investigation are expected to attend trainings held by the OHA STD Program.
 - (3)** Use funds for this PE10-02 in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
 - (4)** Allowable budget expenses are:
 - (a)** Personnel costs including fringe for at least one staff acting as a DIS. Personnel costs for additional staff beyond a DIS are allowable (e.g. program manager, epidemiologist, public health nurse) provided the additional staff are supporting the role and function of a DIS and HIV/STD Case Investigations. Additional staff shall not exceed the FTE dedicated to the DIS position.
 - (b)** Staff travel costs.
 - (c)** Incentives for participation in services (including transportation costs), as approved by OHA. Per CDC requirements, prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of gift cards or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
 - i.** Individual gift card value cannot exceed \$25.
 - ii.** Up to 1% of PE10-02 funds can be utilized for incentive purchases.
 - (d)** Supplies and equipment needed to carry out the work of a DIS. Equipment is defined as costing \$5,000 or greater and having a useful life of at least one year.
 - (e)** Other allowable expenses including postage, software and other licenses (e.g. Accurint), printing costs for educational/outreach materials, and other expenses approved by the STD Program on a case-by-case basis.
 - (5)** Unallowable expenses include but are not limited to:
 - (a)** Medications and screening/testing costs.
 - (b)** Harm reduction supplies including syringes.
 - (c)** Advertising or marketing.
 - (d)** Purchase or maintenance of vehicles.

5. General Revenue and Expense Reporting.

LPHAs receiving funding under this Financial Assistance Award must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Reporting Requirements.

- a. LPHA must review laboratory and health care provider Case reports by the end of the calendar week in which initial laboratory or physician report is made in accordance with the standards established pursuant to OAR 333-018-0020. All Cases shall be reported to the OHA HIV/STD/TB (HST) Program via Orpheus.
- b. LPHA must collect and report the Core Variables as outlined in Attachment 1. Required Core Variables are subject to change. Core Variables below that are not required for chlamydia Cases and non-Priority Gonorrhea/Syphilis Cases may be collected at the discretion of the LPHA based on local policy and capacity.
- c. CDC reporting requirements for the DIS Workforce Development Supplement necessitate the submission of staffing plans. As such, LPHAs must submit a staffing plan on a quarterly basis that includes:
 - (1) Name and role of current PE-10 funded staff.
 - (2) Responsibilities of PE-10 funded staff as they pertain to STD Case Investigation.
 - (3) Total FTE dedicated to PE-10 funded activities.
 - (4) Vacant PE-10 positions (including role, FTE, and potential timeline for hire).
- d. OHA will provide a template for such reporting and keep all recipients aware of updates to this form.

7. Performance Measures.

- a. LPHA must operate its program in a manner designed to achieve the following STD performance goals:
 - (1) Treatment with CDC-recommended gonorrhea regimen documented within 14 days of LPHA notification.
 - (2) Pregnancy status documented within 14 days of LPHA notification in 100% of all female syphilis Cases under age 45.
 - (3) Treatment of early syphilis with penicillin G benzathine (Bicillin) documented within 14 days of LPHA notification.
 - (4) Congenital syphilis electronic report form should be completed within 45 days of birth.
 - (5) Contacts should be tested/treated within 30 days before or after the index patient’s testing date.

**Attachment 1
Required Core Variables**

STD Core Variables	Chlamydia and Gonorrhea Cases—All	Priority Gonorrhea Cases:	Syphilis Cases—All	Priority Syphilis Cases
Age*	✓	✓	✓	✓
Sex*	✓	✓	✓	✓
County*	✓	✓	✓	✓
Specimen collection date*	✓	✓	✓	✓
Diagnosing facility type	✓	✓	✓	✓
Anatomic site of infection*	✓	✓		
Race/ethnicity		✓		✓
Gender identity		✓		✓
Sexual orientation		✓		✓
Sex of sex partners		✓		✓
Pregnancy status		✓	✓	✓
HIV status		✓		✓
Treatment/Date of treatment		✓	✓	✓
Clinical signs/symptoms				✓
Substance use				✓
Incarceration history				✓
* Included on lab report				

HIV Core Variables	Orpheus Tab	Reported via ELR	Entered by OHA	Entered by LPHA
Stage	Home layout-Stage		✓	
Status	Home layout-Status		✓	
DOB/Age*	Home layout-Age	✓	✓	✓
Sex*	Home layout-SOGI	✓	✓	✓
Gender identity	Home layout-SOGI		✓	✓
Sexual orientation	Home layout-SOGI		✓	✓
Race/ethnicity	Home layout-REALD		✓	✓
Pregnancy status	Home layout-Pregnant		✓	✓
Housing at Dx	Home layout-Housing at Dx		✓	✓
Address*	Home layout	✓	✓	✓
Phone/email	Home layout		✓	✓
Diagnosing facility/Provider*	Home layout-Provider	✓	✓	✓
HARS ID HIV Diagnosis AIDS Diagnosis	Home layout		✓	
Specimen collection date*	Labs tab	✓	✓	✓
Clinical signs/symptoms	Clinical tab		✓	✓
Treatment/Date of treatment	Treatment tab		✓	✓
HIV risk history At minimum: sex of partners trans partners sex for drugs/\$ substance use last neg HIV test PrEP use history STD tested	Risks tab		✓	✓
Contacts	Contacts tab			✓
Outbreak Info	Epilinks tab		✓	
* Included on lab report				

Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program**OHA Program Responsible for Program Element:**

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

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

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

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

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

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

- a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,³ including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,⁴ people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing homelessness.⁵
- b. **Base Plan:** A plan that is maintained by the Local Public Health Authority (LPHA), describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA’s disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.
- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.¹
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.

- g. Equity:** The State of Oregon definition of equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.⁶ Historically underserved and marginalized populations include but are not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- i. Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- l. National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁷
- m. Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.⁸
- n. Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁹
- o. Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.
- p. Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.

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

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

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

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

Note: Emergency preparedness crosses over all foundational programs.

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

Not applicable

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

Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a. Engage in activities as described in its approved PHEPR Work Plan and Integrated Preparedness Plan (IPP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.
 - b. Focus on health equity by assessing and addressing equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, workplans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.²
 - c. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template, which is set forth in Attachment 1, incorporated herein with this reference.
 - (1) **Contingent Emergency Response Funding:** Such funding, as available, is subject to restrictions imposed by the CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.
 - (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
 - (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
 - (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance Attachment 2 (Use of Funds) and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.

- (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
 - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
 - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.¹⁰
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
 - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:¹⁰
 - (a) Prioritizing health equity as referenced in [Section 4b](#).
 - (b) Coordination with community-based organizations.
 - (c) Development or expansion of child-focused planning and partnerships.
 - (d) Engaging field/area office on aging.
 - (e) Engaging behavioral health partners and stakeholders.
 - (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and IPP Blank Template tabs, which OHA has provided to LPHA.
 - (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.¹⁰
 - (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response and recovery efforts. Portfolio must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.

- e. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by November 1 of each year or an applicable Due Date based on CDC requirements.¹
- f. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
- (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
 - (a) Planning
 - (b) Training and education
 - (c) Exercises.
 - (d) Community Education and Outreach and Partner Collaboration.
 - (e) Administrative and Fiscal activities.
 - (2) Activities should include or address health equity considerations as outlined in [Section 4b](#).
 - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.
- h. **24/7/365 Emergency Contact Capability.**
- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
 - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
 - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.²

- (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.²
 - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
 - (b) Following a quarterly test, LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

i. HAN

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.²
 - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
 - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
 - (k) Facilitate in the development of the HAN accounts for new LPHA users.

- j. Integrated Preparedness Plan (IPP):** LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.¹ The IPP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
 - (2) Address health equity considerations as outlined in [Section 4b](#).
 - (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
 - (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
 - (5) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
 - (6) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
 - (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
 - (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:
 - (a) **Exercise:**

LPHA must:

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

(b) Incident:

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
 - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (9)** LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.²
- (10)** Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,¹ the Public Health Accreditation Board⁹, and the National Incident Management System.⁷ The training portion of the plan must:
- (a)** Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
 - (b)** Identify and train appropriate LPHA staff¹¹ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- k. Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.⁷
- l. Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.
- (1)** LPHA must establish and maintain at a minimum the following plans:
- (a)** Base Plan.
 - (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.¹²
 - (c)** Continuity of Operations Plan (COOP)¹⁰
 - (d)** Communications and Information Plan.
- (2)** All plans, annexes, and appendices must:
- (a)** Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
 - (b)** Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
 - (c)** Be functional and operational by June 30, 2023,¹⁰
 - (d)** Comply with the NIMS,⁷
 - (e)** Include a record of changes that includes a brief description, the date, and the author of the change made, and
 - (f)** Include health equity considerations as outlined in [Section 4b](#).

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
 - b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR REC on at least a minimum of a semi-annual basis.
 - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
 - (2) End of year work plan reviews may be conducted between April 1 and August 15.
 - c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a Triennial Review. This Agreement will be integrated into the Triennial Review Process.
 - d. **Integrated Preparedness Plan (IPP).** LPHA must annually submit an IPP to HSPR REC on or before August 15. Final approved IPP will be due on or before September 15.
 - e. **Exercise Notification.** LPHA must submit to HSPR REC 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
 - f. **Response Documentation.** LPHA must submit LPHA incident objectives or an Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response.
 - g. **After-Action Report / Improvement Plan.** LPHA must submit to HSPR REC an After-Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.
7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.¹

ATTACHMENT 1*1

PHEPR Program Annual Budget				
County				
July 1, 2022 - June 30, 2023				
			Total	Total
		Subtotal	\$0	\$0
PERSONNEL				
	List as an Annual Salary	% FTE based on 12 months	0	
	(Position Title and Name)		0	
	Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.			
	Fringe Benefits @ ()% of describe rate or method		0	
TRAVEL				
	Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0	\$0
	Hotel Costs:			
	Per Diem Costs:			
	Mileage or Car Rental Costs:			
	Registration Costs:			
	Misc. Costs:			
	Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
	Air Travel Costs:			
	Hotel Costs:			
	Per Diem Costs:			
	Mileage or Car Rental Costs:			
	Registration Costs:			
	Misc. Costs:			
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)				
		\$0	\$0	\$0
SUPPLIES				
		\$0	\$0	\$0
CONTRACTUAL (list each Contract separately and provide a brief description)				
	Contract with () Company for \$ _____, for () services.		\$0	\$0
	Contract with () Company for \$ _____, for () services.			
	Contract with () Company for \$ _____, for () services.			
OTHER				
		\$0	\$0	\$0
TOTAL DIRECT CHARGES				
			\$0	\$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method				
			\$0	\$0
TOTAL BUDGET:				
			\$0	\$0
Date, Name and phone number of person who prepared budget				
NOTES:				
Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would computer to the sub-total column as \$50,000				
% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be 50*12/2080 = .29 FTE				

Attachment 2: Use of Funds

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

- a. Reasonable program purposes, including personnel, travel, supplies, and services.
- b. To supplement but not supplant existing state or federal funds for activities described in the budget.
- c. To purchase basic, non-motorized trailers with prior approval from the CDC OGS.
- d. For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.
- e. For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in-state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).
- f. To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.
- g. To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.
- h. To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- i. To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

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

- a. Research.
- b. Clinical care except as allowed by law. Clinical care, per the CDC Funding Opportunity Announcement FOA, is defined as "directly managing the medical care and treatment of patients."
- c. The purchase of furniture or equipment - unless clearly identified in grant application.
- d. Reimbursement of pre-award costs (unless approved by CDC in writing).
- e. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- f. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- g. Construction or major renovations.
- h. Payment or reimbursement of backfilling costs for staff.
- i. Paying the salary of an individual at a rate in excess of Executive Level II or \$187,000.00 per year.
- j. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.
- k. The purchase or support of animals for labs, including mice.
- l. The purchase of a house or other living quarter for those under quarantine.
- m. To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

* A fillable template is available from a HSPR REC

ATTACHMENT 3*

Incident/Exercise Summary Report

Notification			
<i>Exercise: Due 30 Days Before Exercise</i>			
<i>Incident: Within 48 hours of notification of incident requiring a response</i>			
Name of Exercise or Incident:	Name of Exercise or Incident and OERS number, if relevant	Date(s) of LPHA Play:	Dates of Play
Scope	Type of Exercise/Event:	<input type="checkbox"/> Drill	<input type="checkbox"/> Functional Exercise
	Participating Organizations:	<input type="checkbox"/> Planned Event/Training	
	Duration:	<input type="checkbox"/> Tabletop Exercise	<input type="checkbox"/> Full Scale Exercise
	Objectives:	<input type="checkbox"/> Incident/Declared Emergency	
	Primary Activities:	List all the names (if available) and agencies participating in your exercise	
Design Team:	How long will the exercise last? Or start/end time		
Point of Contact:	Location	Location of exercise, if known	
POC Email:	List 1 to 3 SMART objectives		
Capabilities Addressed	List primary activities to be conducted with this incident or exercise		
Design Team:	List people who are participating in designing the exercise by name, agency		
Point of Contact:	Typically, the PHEP Coordinator's name	LPHA or Tribe:	Agency Name
POC Email:	Enter POC's email address	Phone:	Phone
Capabilities Addressed			
BIOSURVEILLANCE <input type="checkbox"/> 12: Public Health Laboratory Testing <input type="checkbox"/> 13: Public Health Surveillance and Epidemiological Investigation COMMUNITY RESILIENCE <input type="checkbox"/> 1: Community Preparedness <input type="checkbox"/> 2: Community Recovery COUNTERMEASURES AND MITIGATION <input type="checkbox"/> 8: Medical Countermeasure Dispensing and Administration <input type="checkbox"/> 9: Medical Materiel Management and Distribution <input type="checkbox"/> 11: Nonpharmaceutical Interventions <input type="checkbox"/> 14: Responder Safety and Health		INCIDENT MANAGEMENT <input type="checkbox"/> 3: Emergency Operations Coordination INFORMATION MANAGEMENT <input type="checkbox"/> 4: Emergency Public Information and Warning <input type="checkbox"/> 6: Information Sharing SURGE MANAGEMENT <input type="checkbox"/> 5: Fatality Management <input type="checkbox"/> 7: Mass Care <input type="checkbox"/> 10: Medical Surge <input type="checkbox"/> 15: Volunteer Management	
After Action Report			
<i>To be completed within 60 days of exercise or incident completion</i>			
Strengths:	What were the strengths identified during this exercise or incident?		
Areas of Improvement:	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.		

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

References

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Program Element #13: Tobacco Prevention Education Program (TPEP)**OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:
 - a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
 - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
 - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
 - d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Oregon Indoor Clean Air Act, minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and

nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

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

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

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

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

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

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

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

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

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

Not applicable

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

Not applicable

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

- a. Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.
- b. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
- c. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may be used for direct, evidence-based or culturally appropriate cessation delivery including the provision of Nicotine Replacement Therapy (NRT), but may not be used for other treatment services, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d. Attend all TPEP meetings reasonably required by OHA.
- e. Comply with OHA’s TPEP Guidelines and Policies.
- f. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

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

7. **Performance Measures.**

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

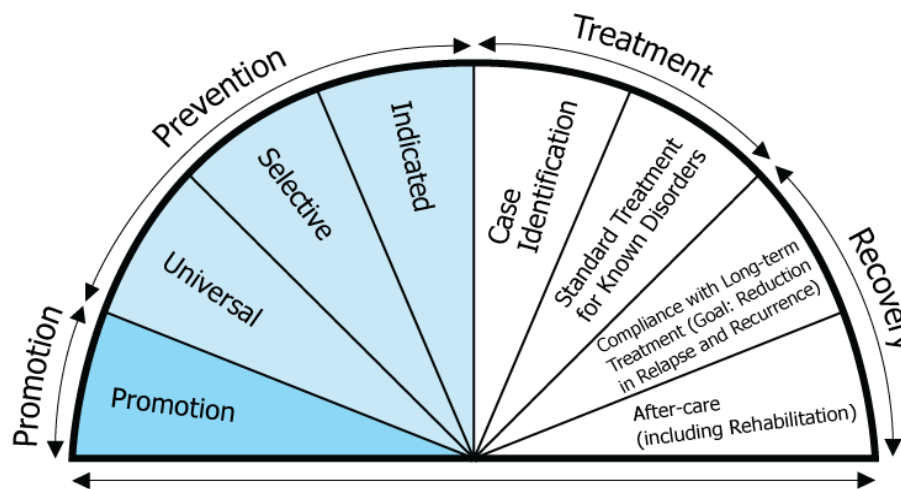
Program Element #36: Alcohol and Drug Prevention and Education Program (ADPEP)**OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Alcohol and Drug Prevention and Education Program (ADPEP). ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

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

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



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

- Information Dissemination;
- Prevention Education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- Community Based Processes;
- Environmental/Social Policy; and
- Problem Identification and Referral.

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

2. Definitions Specific to Alcohol and Drug Prevention and Education Program (ADPEP)

Not applicable

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

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

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

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

Not applicable

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

Not applicable

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

LPHA must:

- a.** Submit to OHA for approval on a timeline proposed by OHA and outlined in the biennial program plan guidance, a Biennial Local Alcohol and Other Drug Prevention Program Plan which details strategies to be implemented, as outlined in this Program Element.
- b.** Throughout the biennium, implement the OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan, including but not limited to, the following types of activities:
 - (1)** Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));
 - (2)** Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);
 - (3)** Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);
 - (4)** Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);
 - (5)** Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);
 - (6)** Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).
- c.** Use funds for this Program in accordance with its approved Local Program Budget on a timeline proposed by OHA and outlined in the biennial program plan guidance approved by OHA. (The LPHA shall submit the local budget for approval by OHA within a timeframe designated by OHA.)
 - (1)** Budget adjustments of up to 10% of the cumulative award amount are allowable between or within Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the cumulative award amount between or within the Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.
 - (2)** Consistent with the OHA-approved Local Program Budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under

this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the ADPEP Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

- d. Coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.
- e. Participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. LPHA must report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA’s OHA-approved Local Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).
- b. LPHA must submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the LPHA’s OHA-approved Local Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

7. **Performance Measures.**

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

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

OHA Program Responsible for Program Element:

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

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

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

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

A. General (“WIC”) Services

- 1. Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.
- 2. Definitions Specific to WIC Services**
 - a. Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
 - b. Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s Caseload management performance and is used in determining NSA funding for LPHA.
 - c. Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.
 - d. Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.
 - e. Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.
 - f. Certification:** The implementation of criteria and procedures to assess and document each Applicant’s eligibility for WIC Services.

- g. Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- h. Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- i. Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon, the WIC EBT system is known as “eWIC”.
- j. Health Services:** Ongoing, routine pediatric, women’s health and obstetric care (such as infant and childcare and prenatal and postpartum examinations) or referral for treatment.
- k. Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual’s personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- l. Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- m. Nutrition Services Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- m. Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- n. Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.
- o. Participants:** Pregnant, Breastfeeding, or Postpartum Participants, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of Breastfeeding Participants.
- p. Postpartum Participants:** Participants up to six months after termination of a pregnancy.
- q. Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Participants, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
- r. TWIST:** The WIC Information System Tracker which is OHA’s statewide automated management information system used by state and local agencies for:

 - (1) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and food benefit issuance;
 - (2) Redemption and reconciliation of food benefits including electronic communication with the banking contractor;

- (3) Compilation and analysis of WIC Services data including Participant and vendor information; and
- (4) Oversight and assurance of WIC Services integrity.
- s. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates and sent to the LPHA.
- t. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
- u. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates sent by OHA to the LPHA and located at:
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx>.

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

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

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

Program Components	Foundational Program			Foundational Capabilities						
WIC Services: Provision of Supplemental Foods	X		X	*	X					
FDNP Services	X		X	*	X					
BFPC Services	*		X	X	X				X	

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

Not applicable

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

Not applicable

4. **Procedural and Operational Requirements.** All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

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

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

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

b. **Staffing Requirements and Staff Qualifications— Nutritionist.**

LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO MCH Agreement. A qualified nutritionist is an individual who has a master’s degree in nutrition or its equivalent and/or is a Registered Dietitian Nutritionist (RDN) with the Commission on Dietetic Registration.

c. **General WIC Services Requirements.**

(1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements

detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.

- (2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.
- (3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.
- (4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.
- (5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.
- (7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.
- (8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.

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

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

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

- 6. Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:
 - a. Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.
 - b. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
 - c. Biannual payroll verification forms, completed in January and July, for all staff, funded in whole or in part, by funds provided under this Agreement.
 - d. Annual WIC budget projection for the following state fiscal year.
 - e. Nutrition Services Plan.

7. Performance Measures.

- a. LPHA must serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any 12-month period.
- b. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

B. Farm Direct Nutrition Program (FDNP) Services.

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

2. **Definitions Specific to FDNP Services.** In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section B.2. shall have the meanings assigned below, unless the context requires otherwise:
- a. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
 - b. **Farmers Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
 - c. **Farmers Market Season or Season:** June 1 – November 30.
 - d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.
 - e. **FDNP:** The WIC Farm Direct Nutrition Program authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.
 - f. **Locally Grown Produce:** Produce grown within Oregon's borders but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
 - g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants 4 months of age or older and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.
3. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
 - b. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
 - (1) **Coupon Distribution:** OHA will deliver FDNP checks to LPHA who will be responsible for distribution of these checks to Recipients. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each Season begins.
 - (2) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Policy 1100 3.0 'Participant Orientation' in the WIC Manual.
 - (3) **Security:** Checks must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked checks.

- (4) **Check Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.
- (5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual
- (6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

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

C. Breastfeeding Peer Counseling (BFPC) Services

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

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

- a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by CLHO MCH and CLHO Executive Committee December 2004 and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.
- b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.
- c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.
- d. **Peer Counseling Caseload:** For any month, the sum of the actual number of Participants assigned to a Peer Counselor.
- e. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant Participants and Breastfeeding Participants who are participating in the BFPC program.

- f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.
3. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Staffing Requirements and Staff Qualifications.**
- (1) LPHA must provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.
 - (2) LPHA shall recruit and select Participants from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.
- b. **General BFPC Service Requirements**
- (1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
 - (2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.
 - (3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.
 - (4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.
 - (5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
 - (6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.
 - (7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
 - (8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.
 - (9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.

- (10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.
- (11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
- (12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

4. Performance Measures:

- a. LPHA must serve at least 97% of its Assigned BFPC Peer Counseling Caseload over any twelve-month period.
- b. OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

5. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

- a. A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
- b. A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual

**Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services OHA Program
Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/Maternal and Child Health Section

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

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

- a. Title V MCH Block Grant Services;
- b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;
- c. Oregon Mothers Care (OMC) Services; and
- d. MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership).

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

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

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

- a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.
- b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for women before and between pregnancies, during the perinatal time period, and for infants, children and adolescents.
- c. **OMC Services:** Referral services to prenatal care and related services provided to pregnant women as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist women to obtain prenatal care services.
- d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership):** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of women and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

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

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

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

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

Not Applicable

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

Not Applicable

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

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:
 - (a) **MCAH Title V CAH (PE42-11):**
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section 4(b)(3).
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - (b) **MCAH Perinatal General Funds and Title XIX (PE42-03):** Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).
 - (c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon, Nurse Family Partnership).
 - (d) **MCAH Oregon Mother’s Care Title V (PE42-12):** Funds must be used for implementing OMC.
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.

- iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - (e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.
 - (f) **MCAH Family Connects Oregon General Funds (PE42-13 Family Connects Oregon):** Funds are limited to expenditures for Family Connects Oregon Home Visiting Services.
 - i. LPHA must submit a local program budget for OHA approval on a format and schedule to be determined by OHA
 - ii. Expenditures must be in accordance with the approved local program budget, modifications to the budget may only be made with OHA written approval.
- b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
 - (2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon’s Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:
 - (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
 - (b) Strategies, measures and timelines that coordinate with and support Oregon’s Title V priorities, strategies and Action Plan;
 - (c) Plan to measure progress and outcomes of the Title V funded activities;
 - (d) Prior year use of Title V funds; and
 - (e) Projected use of Title V funds and other funds supporting the Title V annual plan.
 - (3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

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

- (a) Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5-year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross-Cutting or Systems.
- (b) Oregon's evidence-based/informed Title V strategies and measures
- (c) Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).

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

- (1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:
 - (a) Title V MCH Block Grant Services as described above.
 - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
 - (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon Mothers Care (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
 - (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, childcare health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi-Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.

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

- (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
- (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon Mothers Care Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant women.
- (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
- (4) LPHA must assist all women seeking OMC Services in accessing prenatal services as follows:

- (a) Provide follow up services to clients and women who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services; WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.
- (5) LPHA must make available OMC Services to all pregnant women within the county. Special outreach shall be directed to low-income women and women who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level (“FPL”) for an individual or family.
- (6) LPHA must make available to all low-income pregnant women and all pregnant women within the county who are members of racial and ethnic minorities assistance in applying for OHP coverage and referrals to additional perinatal health services.
- (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
- e. **MCH PHN Home Visiting Services (Babies First!, Family Connects Oregon and Nurse Family Partnership) Services.** All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.
- (1) Staffing Requirements and Staff Qualifications
 - (a) Babies First!
 - i. LPHA must designate a staff member as its Babies First! Supervisor or Babies First! Lead to fulfill the duties described in the Babies First! Program Guidance provided by the Maternal and Child Health Section.
 - ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.
 - iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with an MCH Nurse Consultant and approved by an MCH Section manager must be in place.
 - iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
 - (b) Family Connects Oregon: LPHA must designate a staff member as its Family Connects Oregon Nursing Supervisor or Family Connects Nursing Lead. If

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

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

(2) Activities and Services

- (a) Babies First!: services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
- (b) Family Connects Oregon: Services must be delivered in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Maternal and Child Health Section.
- (c) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.

- (3) Nursing Practice. All PHNs working in the Babies First!, Family Connects Oregon, or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.
- (4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410-138-0390.
- (5) Newborn Nurse Home Visiting Medical Services: If the LPHA, as a provider of Medicaid services, chooses to bill for Newborn Nurse Home Visiting Medical Services, the LPHA must comply with the billing policy and codes in OAR 410-130-0605.
- (6) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Reporting Requirements.

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

Title V Block Grant Services

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

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

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

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

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

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

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

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

7. Performance Measures.

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

Program Element #43: Immunization Services**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Immunization Section

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

Routine immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Immunization services funded under this Agreement include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to underserved populations that lack access to vaccination with an emphasis on ensuring equity in service delivery.

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

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- e. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient's paper medical chart.
- f. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- g. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- h. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- i. **IQIP, Immunization Quality Improvement for Providers:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- j. **IRIS System:** An electronic system developed and maintained by OHA used by LPHAs to issue exclusion orders and report school- and childcare site-specific data.
- k. **Oregon Vaccine Stewardship Statute:** State law requiring all State-Supplied Vaccine/IG providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and

- (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
- l. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- m. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/Immune Globulin (IG). Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- n. **Section 317:** Section under the federal Public Health Services Act providing federal funding that provides no cost vaccines to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
- o. **Service Area:** Geographic areas in Oregon served by immunization providers.
- p. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by OHA procured with federal and state funds.
- q. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- r. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
- s. **Vaccine Eligibility:** An individual's eligibility for State Supplied Vaccine/IG based on insurance coverage for immunization.
- t. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
- (1) American Indian/Alaskan Native; or,
 - (2) Uninsured; or,
 - (3) Medicaid-enrolled; or,
 - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
 - (5) Underinsured and served by LPHAs.
- u. **Vaccine Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal immunization requirements.
- v. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Vaccines for Children Program Enrollment					*		X					X
Oregon Vaccine Stewardship Statute					*	X						
Vaccine Management					*							X
Billable Vaccine/IG					*		X					
Vaccine Administration					*							X
Immunization Rates, Outreach and Education				*								
Tracking and Recall				*					X			
Surveillance of Vaccine-Preventable Diseases	*								X			
Adverse Events Following Immunizations					*							
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X			
School/Facility Immunization Law				*					X			

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

Not applicable

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

Not applicable

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

- a. **State-Supplied Vaccine Provider OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active State-Supplied Vaccine provider or VFC Provider to assure access to clinical immunization services in the jurisdiction.

If LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VFC Provider or Vaccine Access Provider. All subcontracts must include assurance of vaccine access to persons who are unable to receive needed vaccines in a timely manner.

- b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.

c. **Vaccine Management.**

- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventory files must be kept for a minimum of three years.
- (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.

d. **Billable Vaccine/IG.**

- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
- (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
- (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
- (4) Payment is due 30 days after the invoice date.

e. **Vaccine Administration.**

- (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Immunization Protocols.
- (2) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine.
 - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille.)
 - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
 - (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
 - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)

- (f) If LPHA documents vaccine administration electronically, LPHA must demonstrate the ability to override a VIS date in their EHR system to record the actual publication date.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <https://sos.oregon.gov/archives/Documents/recordsmgmt/sched/schedule-health-public.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards. See Attachment 1 to this Program Element, incorporated herein by this reference.

f. Immunization Rates, Outreach and Education.

- (1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- (2) Using a template provided by OHA and agreed upon by the Oregon Coalition of Local Health Officials (CLHO), LPHA will complete an annual outreach workplan by selecting from OHA-suggested activities or creating their own.
- (2) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to increase access to clinical immunization services.
- (3) Activities should be designed to serve communities with limited access to immunization services or groups placed at increased risk of severe disease outcomes.

g. Tracking and Recall.

- (1) LPHA must Forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system or equivalent system compliant with the Clinical Decision Support for Immunization standards published by the CDC.
- (2) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

h. Surveillance of Vaccine-Preventable Diseases. LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:

<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>

<http://public.health.oregon.gov/LaboratoryServices><http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>

i. Adverse Events Following Immunizations.

LPHA must complete and electronically file a VAERS form if:

- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>
- (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
- (3) OHA requests a follow-up report to an earlier reported adverse event; or
- (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.

j. Perinatal Hepatitis B Prevention, Screening and Documentation

- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
- (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
 - (a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
 - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
 - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
 - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
 - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
 - (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

k. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at https://www.oregonlegislature.gov/bills_laws/ors/ors433.html and Oregon Administrative Rules 333-050-0140, available for review at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selectedDivision=1265
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selectedDivision=1265.
- (4) LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities and can confirm receipt of materials
- (5) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement. Completion of Primary and Follow Up Tab data entry for all sites in the LPHA Service Area fulfills this requirement.

l. Affordable Care Act Grants/Prevention and Public Health Project Grants

If one-time only funding becomes available, LPHA may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. LPHA will submit an annual outreach workplan using a template provided by OHA and approved by CLHO.
- b. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- c. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.1.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

7. **Performance Measures.**

- a. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually, LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA’s post-vaccination serology rate is lower than 90%, LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- b. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
 - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- c. LPHA must complete data entry into the IRIS system of 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children’s facilities within 21 days of the annual exclusion day and of exclusion orders 14 days prior to the exclusion day (excluding exclusion orders generated through a system other than IRIS). LPHA must follow the noncompliance steps outlined in OAR 333-050-0095 with any school or facility that does not submit a Primary Review Summary report.

Attachment 1

OREGON'S IMMUNIZATION BILLING STANDARDS

Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)

Purpose: To standardize and assist in improving immunization billing practice

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

- Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- Determine vaccine administration fees based on the actual cost of service and document how fees were determined. For a fee calculator, see

<https://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/VACCINES/IMMUNIZATION/IMMUNIZATIONPROVIDERRESOURCES/VFC/Documents/BillVacAdminCostFull.xlsm>.

- Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- Develop immunization billing policies and procedures that address:
 - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for billable vaccine.”
 - Billing processes based on payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Conduct regular quality assurance measures to ensure costs related to LPHA’s immunization services are being covered
- Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

Program Element #44: School-Based Health Centers (SBHC)**OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetic & Reproductive Health Section

- 1. Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2019 Oregon Healthy Teens Survey, approximately 66% of 11th graders and 63% of 8th graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

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

- 2. Definitions Specific to School-Based Health Centers.**

Biennium: June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

School- Based Health Center ("SBHC"): has the meaning given the term in ORS 413.225

SBHC Standards for Certification: In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Compliance of SBHC Standards for Certification	X	X		X	*	X	X	X	X	X		
Planning Grant for SBHCs				*		X	X	X		X		
Mental Health Expansion Grants		X		X	*	X	X	X	X	X		

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

- Communicable Disease Control – Gonorrhea rates; and
- Access to Clinical Preventive Services – Effective Contraceptive Use.

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

Not applicable

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

- Funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- All SBHC Services must be delivered in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.
- LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction

meets SBHC Certification Requirements as set forth in OAR 333-028-0220.

- e. LPHA must assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.

An SBHC Planning Grant provides one-time funds to assist the LPHA in strategic planning for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the OHA selects a LPHA to receive either of the following SBHC Planning Grants:

(1) Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification before the end of the 2021-2023 Biennium.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition, each SBHC site may have at least two technical assistance visits by a SPO staff member.
- (c) LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified by June 30, 2023 to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets.

(2) Advanced Phase Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification within the first fiscal year of the award.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.
- (c) LPHA must become certified within the first year of the award to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for SBHC Mental Health Expansion Grants.

- (1) Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:

- (a) Adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits; and/or
 - (b) Supporting mental health projects (as defined by grant proposal) within the SBHC system
 - (2) LPHA must provide services that are culturally and linguistically appropriate to their target population
 - h. This Section 4.h. is only applicable to LPHA if LPHA is selected to receive a School-Linked Telehealth Grant from OHA. LPHA will be notified that the 2021 Oregon Legislative Assembly approved and appropriated funds for School-Linked Telehealth Projects. The following terms and conditions apply if the OHA selects a LPHA to receive a School-Linked Telehealth Project Grant:
 - (1) SBHC must be the distant site (where the provider is located) that provides telehealth in conjunction with a school nurse at the originating site (where the patient is receiving the telehealth service) as outlined in HB 2591 (Chapter 619, Or Laws, 2021).
 - (2) Funds provided under this Agreement must be used to support a School-Linked Telehealth Pilot Project by:
 - (a) Supporting staffing, purchase of technical equipment, costs associated with conducting a needs assessment, and/or supporting technical assistance related to School-Linked Telehealth Pilot planning and operations; and
 - (b) Supporting increased school nurse capacity and offsetting costs incurred by the school district/educational service district's participation in the pilot project.
 - (3) LPHA must participate in monthly technical assistance or learning collaborative calls with other School-Linked Telehealth Grantees and engage in evaluation planning and data collection with the SPO.
 - (4) **Reporting**
 - (a) LPHA must submit a workplan providing an overview of planning and implementation activities and a tentative timeline for their completion no later than June 1, 2022.
 - (b) LPHA must submit results of planning activities, youth engagement, resource mapping and process developments on an ongoing basis but no later than May 1, 2023.
 - (c) LPHA must submit a final report no later than May 1, 2023. SPO will provide additional reporting guidance in early Spring 2023.
 - i. This Section 4.i. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA. OHA occasionally provides one-time grant funding to support activities related to oversight, maintenance, administration, operation, and delivery of services within one or more SBHCs. LPHA will be notified when these funding opportunities become available.
 - (1) If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by the OHA School-Based Health Center program.
 - (2) If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 – June 30). The current list of KPMs can be found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>
- c. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).
- d. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- f. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- g. If LPHA received a SBHC Planning Grant from OHA, LPHA must submit a copy of its SBHC strategic plan and proposed implementation budget to OHA for approval. OHA will supply the due date and required format for the reports.
- h. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- i. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in an evaluation for their support project in collaboration with the SPO.
- j. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports

7. **Performance Measures.**

LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 – June 30).

Program Element # 46: Reproductive Health

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Adolescent, Genetics & Reproductive Health Section

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

Funds provided through this Program Element support LPHA’s efforts in developing and sustaining community-wide partnerships and assurance of access to culturally responsive, high-quality, and evidence-based reproductive health services.

Health disparity data highlight pre-existing, deeply entrenched societal inequities that may inhibit individuals’ ability to access services and achieve reproductive autonomy. Therefore, it is critical that interventions aimed at access to services be wide-reaching and sensitive to the unique circumstances and challenges of different communities.

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

- Definitions Specific to Reproductive Health.**

Not applicable.

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

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

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

Gaps and Barriers to RH Services		X		*			X	X	X			
Programmatic and/or Policy Solutions		X		*			X	X		X	X	

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

Not Applicable

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

Not Applicable

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

- a.** LPHA must deliver all PE 46 activities supported in whole or in part with funds provided under this Agreement in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, and OPA Program Policy Notices (PPN).
- b.** LPHA must develop and engage in activities as described in its Local Program Plan as follows:
 - (1)** The Local Program Plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.
 - (2)** The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element, that meet the needs of their specific community
 - (3)** The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
 - (4)** The Local Program Plan must outline how LPHA intends to ensure access to reproductive health services through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions
 - (5)** The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.
 - (6)** OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to reproductive health services.
- c.** LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

LPHA must provide an annual plan and budget; a mid-year progress report; and a final report with documentation.

7. **Performance Measures.**

Not applicable

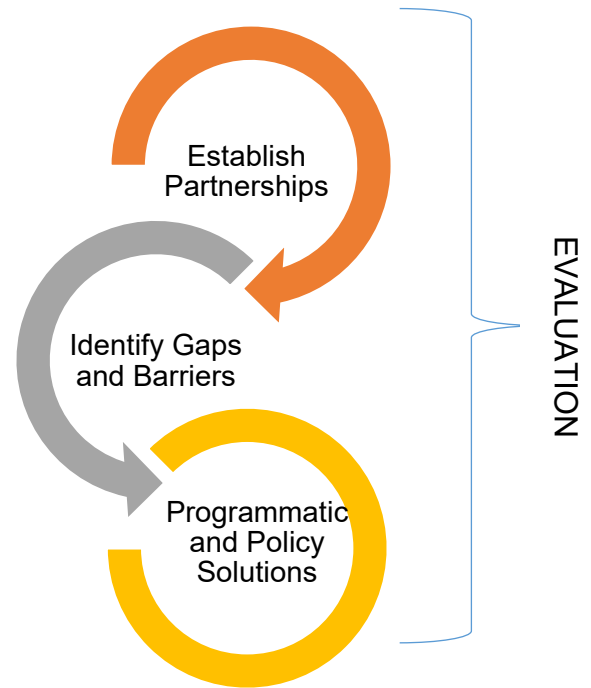
**Attachment 1
 Reproductive Health Program – FY 24 Local Program Plan Guidance
 Community Partnerships and Assurance of Access to Reproductive Health Services**

Vision: Oregonians have access to comprehensive, culturally responsive, high-quality, and evidence-based reproductive health (RH) services in their surrounding community.

PE46 Goal: Assure access to RH services in your county through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions.

Instructions

LPHA should determine where their agency best fits on the continuum of program components identified to meet the overarching goal. Using the PE 46 Workplan Template, LPHAs must identify at least one objective, with supporting activities, for Program Component 1: Partnerships and Community Engagement. LPHAs that have well established partnerships (i.e. long-standing partnerships, coalition, or workgroup) are encouraged to identify one additional component (2 or 3) and associated objective(s) and activities based on previous PE46 work and current situation. Evaluation should be integrated within each component. LPHAs will develop and track outputs and expected outcomes within their workplan.



The intent is for an LPHA to move to the next component on the continuum each year. However, it is understood that the work may not necessarily be linear and one may need to circle back to an earlier step.

Program Component 1: Partnerships and Community Engagement

Partnerships and community engagement are at the core of PE46. Through these relationships, the LPHA and your partners will develop and implement a PE46 plan that includes assessment of gaps and barriers, policy and/or programmatic activities to address identified gaps and barriers, and an evaluation of such changes. There should be shared understanding of the goal and expected outcomes of the partnerships. While formal agreements are not required, they may be beneficial to ensure buy-in and continued participation in your efforts.

Partnerships with other health care providers and/or RHCare agencies is highly encouraged. In addition, consider developing partnerships outside the health care sector. This may include local governmental, private, or non-profit agencies focused on culture, education, criminal justice, housing, social justice, sexual/domestic violence, workforce development, and/or parenting, to name a few.

Consider convening a reproductive and sexual health workgroup/coalition or work with already established groups focused on improving quality of life/health disparities/inequities for the populations you are trying to serve. When working with an already established group, ensure their already established goals align with and are beneficial to the goal of increasing access to reproductive health. Work together to integrate reproductive health into work plans, meeting agendas, etc.

Think about inviting and engaging community members, the populations you are trying to serve, to be partners. This could be in the form of a community advisory board or youth advisory council.

Program Component 1 – Example Objectives:

- Create and/or sustain a reproductive health coalition with ___ (#) of community partners that meet quarterly.
- Formally integrate PE46 goals into _____ Meeting (name of already existing committee, coalition, or task force) by _____ (date).
- Identify and meet with ___ (#) new community partners to discuss your goals and how a partnership will benefit each other by ___ (date).
- Create partnership agreements with ___ (#) community providers/organizations identifying roles and areas of collaboration by ___ (date).

Program Component 2: Gaps and Barriers to RH Services

In collaboration with your community partners established in Component 1, identify barriers to access and gaps in RH services. This can be done through formal community needs assessments, surveys, focus groups, key informant interviews, etc. Consider what types of community and/or health assessments are already taking place in your community. There may be opportunities to add questions or input to gather specific information related to RH services. If you are trying to better understand a specific population in your community, work with a community-based organization who is already serving them and consult with them on the best way to learn more about their RH needs and barriers to service. This could be done through focus groups or surveys on a smaller scale to better understand their needs. When considering who to assess, go beyond your current clientele to better understand why community members are not accessing services.

Program Component 2 - Example Objectives:

- Develop and conduct ___ (#) surveys among youth ages 12-18 to assess need for and barriers to RH services in Quarter 2 and 3 of FY24.
- Develop an interview guide for key informant interviews by ___ (date).
 - Conduct ___ (#) of key informant issues in Quarter 2.
- Share assessment results through ___ (#) community listening sessions in Quarter 4.
- Analyze and develop a written assessment report based on survey results by the end of Quarter 4.
- Develop an online dashboard to highlight assessment results by the end of FY24.
- Prioritize assessments results for development of programmatic or policy solutions by the end of Quarter 4.

Program Component 3: Programmatic and/or Policy Solutions

The programmatic and/or policy solutions should be developed in response to the identified gaps and/or barriers found under Program Component 2. In collaboration with your community partners, develop and implement ideas on how to overcome those gaps and barriers.

Program Component 3 - Example Objectives:

- In conjunction with community partners, review assessment findings and develop ___ (#) programmatic or policy solutions by _____ (date).
- In Quarter 3 of FY24, host ___ (#) community listening and/or planning sessions to develop program or policy solutions.
- Implement ___ (#) programmatic and/or policy solutions based on assessment results by the end of FY24.
- Develop outcome measures to determine success of _____ (solution) by the end of Quarter 1.
- Analyze outcome measures of _____ (solution) by the end of Quarter 4.

Attachment 2
Local Program Budget Template

OREGON HEALTH AUTHORITY
Program Element #46
Reproductive Health Program

Fiscal Year: _____

Organization Name: _____

Budget period From: _____ **To:** _____

Do not include any expenses included in the provision of clinical services

Budget			
Categories	OHA/PHD (PE46)	Non-OHA/PHD (In Kind)	Total PE 46 Budget
Salaries			\$ -
Benefits			\$ -
Personal Services (Salaries and Benefits)	\$ -	\$ -	\$ -
Professional Services/Contracts Describe:			\$ -
Travel Describe:			\$ -
Supplies Describe:			\$ -
Facilities			\$ -
Telecommunications			\$ -
Catering/Food			\$ -
Other Describe:			\$ -
Total Services and Supplies	\$ -	\$ -	\$ -
Capital Outlay			\$ -
Indirect: Rate (%): _____			\$ -
TOTAL Budget	\$ -	\$ -	\$ -

Prepared by (print name)

_____ Email

_____ Telephone

Program Element #50: Safe Drinking Water Program**OHA Program Responsible for Program Element:**

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

1. Description.

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

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

- a. Funds provided under this Program Element are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as “Partners”) to assume primary responsibility for the regulatory oversight of designated public water systems located within the Partners’ jurisdiction.
- b. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

“91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year.”
- c. Public drinking water systems addressed in this Program Element include Community Water Systems, Non-Transient Non-Community Water System (NTNC), and Transient Non-Community Water Systems Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for OVS Systems using Groundwater sources only.
- d. Partners are responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

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

2. Definitions Specific to Safe Drinking Water Program

- a. **COMMUNITY WATER SYSTEM:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
- b. **CONTACT REPORT:** A form provided by DWS to Partners to document contact with water systems.

- c. **COLIFORM INVESTIGATION:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.
- d. **DRINKING WATER SERVICES (DWS):** DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for 3,600 public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.
- e. **GROUNDWATER:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir, or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.
- f. **LEVEL 1 COLIFORM INVESTIGATION:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. Partners review sanitary defects identified and approves corrective action schedules.
- g. **LEVEL 2 COLIFORM INVESTIGATION:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a Level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.
- h. **MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- i. **MONITORING OR REPORTING (M/R) VIOLATION:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.
- j. **NON-TRANSIENT NON-COMMUNITY WATER SYSTEM (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- k. **OHA:** Oregon Health Authority
- l. **OREGON VERY SMALL (OVS): SYSTEM** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.

- m. **PARTNERS:** A Local Public Health Authority (LPHA) and the Oregon Department of Agriculture who are under contract to provide regulatory oversight of designated water systems on behalf of Oregon Health Authority Drinking Water Services.
- n. **PRIORITY DEFICIENCIES:** Deficiencies identified during Water System Survey that have a direct threat pathway to contamination or inability to verify adequate treatment include the following:
- Well: Sanitary seal or casing not watertight
 - Well: No screen on existing well vent
 - Spring: No screen on overflow
 - Spring: Spring box not impervious durable material
 - Spring: Access hatch / entry not watertight
 - Storage: No screened vent
 - Storage: Roof and access hatch not watertight
 - Storage: No flap valve, screen, or equivalent on overflow
 - Treatment (UV): No intensity sensor with alarm or shut-off
- o. **PRIORITY NON-COMPLIANT (PNC):** Water systems with System Scores of 11 points or more.
- p. **PROFESSIONAL ENGINEER (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- q. **REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- r. **REGULATED CONTAMINANTS:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) Chapter 333, Division 061.
- s. **SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.
- t. **SYSTEM SCORE:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.
- u. **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNC):** A public water system that serves a transient population of 25 or more persons.
- v. **USEPA or EPA:** United States Environmental Protection Agency.
- w. **WATER QUALITY ALERT:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.
- x. **WATER SYSTEM SURVEY:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the

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

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

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

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

Program Components	Foundational Program				Foundational Capabilities					
Inventory and Documentation of New Water Systems	X		*		X					

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

Not applicable

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

Not applicable

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

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

b. **Required Services:**

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

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

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

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

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

(a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices

are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.

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

5. Conduct Level 2 Coliform Investigations: After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Coliform Investigation form and must submit to DWS within 30 days of triggered investigation date.
6. Water System Surveys: Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.
7. Resolution of Priority Non-compliers (PNC): Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:
 - a. Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.
 - b. If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.
 - c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.
8. Level 1 Coliform Investigation Review: After a Level 1 Coliform Investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.
9. Water System Survey Significant Deficiency Follow-ups: Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).
 - a. After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.
 - b. If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.

- c. For Priority Deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Priority Deficiencies are not corrected by specified timeline, Partners must ensure the water system carries out public notice and refer to DWS for formal enforcement.
10. Enforcement Action Tracking and Follow-up: For both EPA and OVS Systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.
11. Resolution of Monitoring and Reporting Violations:
- a. Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system’s classification, System Score, and violation severity.
 - b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
 - c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.
12. Inventory and Documentation of New Water Systems: Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

13. Summary of Required Services Based on Water System Type

	CWS	NTNC	TNC	OVS
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X
Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	X
Resolution of Monitoring and Reporting Violations	X	X	X	X
Inventory and Documentation of New Water Systems	X	X	X	X

14. Staffing Requirements and Qualifications.

- a. Partners must develop and maintain staff expertise necessary to carry out the services described herein.
- b. Partners' staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
- c. Partners must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

- 15. General Revenue and Expense Reporting.** Partners must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

16. Reporting Requirements.

- a. **Documentation of Field Activities and Water System Contacts.** Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:
 - (1) Maintain accurate and current public water system inventory information.
 - (2) Support formal enforcement actions.
 - (3) Describe current regulatory status of water systems.
 - (4) Guide and plan program activities.
- b. **Minimum Standard for Documentation.** Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
 - (1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.
 - (2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.
 - (3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.
 - (4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business days of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.

- (5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; and 2) for all other alerts, must submit to DWS within 6 business days of alert.
 - (6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.
 - (7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.
 - (8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.
 - (9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.
17. **DWS Audits.** Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.
18. **Performance Measures.** Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following measure: Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners' performance as follows:
 - a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.
 - b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
 - c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.
19. **Responsibilities of DWS.** The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:
 - a. Distribute drinking water program and technical information on a monthly basis to Partners.
 - b. Sponsor at least one annual 8-hour workshop for Partners' drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.

- d.** Provide Partners with the following information by the listed method:
- (1)** Immediate Email Notification: Water Quality Alert data, plan review correspondence
 - (2)** Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.
 - (3)** Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.
- e.** Support electronic communications and data transfer between DWS and Partners to reduce time delays, mailing costs, and generation of hard copy reports.
- f.** Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.
- g.** Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.
- h.** Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
- i.** Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.

Program Element #51: Public Health Modernization

OHA Program Responsible for Program Element:

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

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

Section 1: LPHA Leadership, Governance and Implementation

- a. Establish leadership and governance to plan for full implementation of public health modernization.** Demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities with a focus on health equity and cultural responsiveness throughout and within each Foundational Capability. This may include developing business models for the effective and efficient delivery of public health services, developing and/or enhancing community partnerships to build a sustainable public health system, and implementing workforce diversity and leadership development initiatives.
- b. Implement strategies to improve local infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** In partnership with communities, implement local strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 2: Regional Public Health Service Delivery

- a. Demonstrate regional approaches for providing public health services.** This may include establishing and maintaining a Regional Partnership of local public health authorities (LPHAs) and other stakeholders, utilizing regional staffing models, or implementing regional projects.
- b. Implement regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.** Implement regional strategies to prevent and control communicable disease, strengthen emergency preparedness and response planning, protect communities from environmental health threats, and reduce health inequities.

Section 3: COVID-19 Public Health Workforce

Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. Demonstrate strategies to ensure long-term improvements for health equity and cultural responsiveness, public health and community prevention, preparedness, response and recovery, including workforce diversity recruitment, retention and workforce development.

Section 4: Public Health Infrastructure: Workforce

- a. Recruit and hire new public health staff,** with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the foundational capabilities and programs identified by the LPHA as critical workforce needs
- b. Support, sustain and retain public health staff** through systems changes and supports, as well as workforce development and training.

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

2. Definitions Specific to Public Health Modernization

- a. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. Foundational Programs. The public health system’s core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. Public Health Accountability Outcome Metrics. A set of data used to monitor statewide progress toward population health goals.
- d. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.
- f. Regional Partnership. A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this funding.

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

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

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

Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*	X				X	X	X	X	X	X	X
Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1)	*	X					X	X	X		X	X
Demonstrate regional approaches for providing public health services (Section 2)	*	X				X	X	X	X	X	X	X
Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)	*	X					X	X	X		X	X
Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)	*					X	X	X	X			X

b. Public Health Accountability Outcome Metrics:

Not applicable

c. Public Health Accountability Process Measures:

Not applicable

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

Requirements that apply to Section 1 and Section 2 funding:

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more within any individual budget category may only be made with OHA approval.
- d. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- e. Participate in learning collaboratives and capacity building for achieving each public health authority's and the public health system's goals for achieving health equity.
- f. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products and deliverables with OHA and other LPHAs and may include public posting.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

Requirements that apply to Section 1: LPHA Leadership, Governance and Implementation

Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, Communicable Disease Control, Emergency Preparedness and Environmental Health as described in Attachment 1 of this Program Element.

Requirements that apply to Section 2: Regional Public Health Service Delivery

- a. Implement strategies for public health service delivery using regional approaches, which may be through Regional Partnerships, utilizing regional staffing models, or implementing regional projects.
- b. Use regional strategies to improve Regional Infrastructure for communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness.

Requirements that apply to Section 3: COVID-19 Public Health Workforce

- a. Implement activities in accordance with this Program Element.
- b. Use funds for this Program Element in accordance with its Section 3 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to Budget of 10% or more within any individual budget category may only be made with OHA approval.
- c. Use funds to establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. This includes workforce that directly supports COVID-19 response activities and those supporting strategies and interventions for public health and community priorities beyond COVID-19.
- d. Demonstrate strategies to ensure long-term improvements for public health and community prevention, preparedness, response and recovery.
- e. Demonstrate strategies for eliminating health inequities, which may include workforce diversity recruitment, retention and development of innovative community partnerships.

Requirements that apply to Section 4: Public Health Infrastructure: Workforce

- a. Implement at least one of the following activities:
 - (1) Implement strategies and activities to recruit, hire and retain a diverse public health workforce that reflects the communities served by the LPHA.
 - (2) Recruit and hire and/or retain new public health staff to increase workforce capacity in foundational capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.
 - (3) Support and retain public health staff through systems development and improvements.
 - (4) Support and retain public health staff through workforce training and development.
 - (5) Transition COVID-19 staffing positions to broader public health infrastructure positions.
 - (6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the foundational capabilities and programs identified by the LPHA as critical workforce needs.
 - (7) Perform other related activities as approved by OHA in section b., below.
- b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1, Section 2 and/or Section 3 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Have on file with OHA an approved Section 3 Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- c. Submit Section 1 and Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- d. Submit updated Section 1, 2 and 3 Budgets upon request using the format prescribed by OHA.
- e. Submit to OHA approved Section 1 and 2 work plan deliverables in the timeframe specified.
- f. Submit Section 4 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. **Performance Measures.**

If LPHA, including LPHAs funded as Fiscal Agents for Regional Public Health Service Delivery, complete and submit to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

Attachment 1

Appendix A

The table below lists the goals and requirements that LPHAs will work toward with 2021-23 funding. Efforts toward the following goals and requirements will be demonstrated in the LPHA and/or regional work plan.

Programmatic goals and work plan requirements
<p>Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.</p> <ul style="list-style-type: none"> • LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure. • LPHA will demonstrate strategies toward local or regional reductions in inequities across populations. <p>Goal 2: Strengthen and expand communicable disease and environmental health emergency preparedness, and the public health system and communities’ ability to respond.</p> <ul style="list-style-type: none"> • LPHA will demonstrate strategies toward developing, maintaining and/or updating a local or regional all-hazards preparedness plan with community partners. (deliverable) <p>Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.</p> <ul style="list-style-type: none"> • LPHA will demonstrate strategies toward developing a local or regional climate adaptation plan or incorporate into community health assessment and plan. (deliverable) <p>Goal 4: Plan for full implementation of public health modernization and submission of local modernization plans by 2025.</p> <ul style="list-style-type: none"> • LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities.
LPHA Requirements for increasing Capacity for Foundational Capabilities
<p>Leadership and Organizational Competencies</p> <ul style="list-style-type: none"> • LPHA will participate in public health modernization learning collaboratives. • LPHA will demonstrate workforce or leadership initiatives necessary for local and/or regional public health infrastructure. <p>Health Equity and Cultural Responsiveness</p> <ul style="list-style-type: none"> • LPHA will develop, update and/or continue to implement local or regional health equity plan. (deliverable)

Assessment and Epidemiology

- LPHA will demonstrate strategies for public health data collection, analysis, reporting and dissemination that are necessary for 2021-23 goals and deliverables. This includes strategies to collect and report data that reveals health inequities in the distribution of disease, disease risks and social conditions that influence health.

Community Partnership Development

- LPHA will demonstrate strategies for sustaining or expanding partnerships with community organizations to ensure connections with BIPOC communities or other groups experiencing health inequities.
- LPHA will demonstrate co-creation of culturally and linguistically responsive public health interventions with community partners.
- LPHA will demonstrate involvement of community-based organizations in public health emergency planning or other priorities identified by communities.
- LPHA will demonstrate sustained partnerships for infection prevention and control in congregate settings which may include LTCFs, prisons, shelters or childcare facilities.

Communications

- LPHA will demonstrate the ability to provide routine public health education through a variety of communication platforms, with consideration of linguistic and culturally responsive and functional needs of the community.
- LPHA will demonstrate the ability to provide timely and accurate risk communication for areas of public health significance.

Program Element #73: HIV Early Intervention Services and Outreach**OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver HIV Early Intervention and Outreach Services as defined and described below. The continuum of HIV Early Intervention Services and Outreach will be referred to as (EISO) or (EISO Services).

Background.

EISO is funded by Health Resources and Services Administration (HRSA)'s Ryan White Part B, AIDS Drug Assistance Program (ADAP), 340B Drug Pricing Program. Due to the primary purpose and variability of funds generated by this source, these resources cannot be guaranteed beyond the current allocation. Beginning January 2023, funds have been allocated to support EISO activities for four and a half years.

HRSA specifically requires that EISO activities are to supplement – not supplant – HIV services funded through other mechanisms. These activities must be planned and implemented in coordination with local and state HIV prevention and care programs to avoid duplication of effort and to ensure people receive the benefit of the full continuum of services available in Oregon. As a coordinated system of public health, OHA will share information with LPHA on directly funded contracts with community-based organizations and other entities which receive HIV/STI, harm reduction and sexual health funding from the HST program and other OHA programs.

OHA will provide EISO Standards of Service to help guide program design and implementation. These services are consistent with Oregon's plan to eliminate new HIV infections, End HIV Oregon, which is developed and approved by the End HIV/STI Statewide Planning Group. End HIV Oregon focuses on eliminating new HIV infections through testing, prevention, treatment, and responding to end inequities. This Program Element directly addresses the four End HIV Oregon priority areas (Testing, Prevention, Treatment, and Responding to End Inequities). (See <https://www.endhivoregon.org>).

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

2. Definitions Specific to HIV Early Intervention Services and Outreach.

- a. **Early Intervention Services:** Defined by HRSA/Ryan White Program Guidance, must contain the following four elements: (1) HIV testing; (2) referral services; (3) health literacy/education; and (4) access and linkage to care.
- b. **HRSA:** The United States Health Services & Resources Administration, which funds the Ryan White CARE Act and Ryan White HIV/AIDS Programs.
- c. **MSM:** Men who have sex with men.
- d. **Not-in-Care:** Describes a person living with HIV who has never been linked to HIV medical care or was previously in HIV medical care but has not attended an HIV medical care appointment in a specified period of time (out of care).
- e. **Outreach Services:** Defined by HRSA/Ryan White Program Guidance; Outreach Services “are aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.” Outreach Services cannot be delivered anonymously.
- f. **PLWH:** People living with the human immunodeficiency virus or HIV.

- g. **Pre-Exposure Prophylaxis or PrEP:** Medications taken prior to HIV exposure to reduce or prevent infection. PrEP can stop HIV from taking hold and spreading throughout the body. It is highly effective for preventing HIV if used as prescribed, but it is much less effective when not taken consistently. (Source: <https://www.cdc.gov/hiv/basics/prep.html>)
- h. **Priority Populations:** Designated in the End HIV/STI Oregon Strategy, 2022-2026 and the focus of status neutral interventions to end HIV/STIs. These will be updated on an at-least annual basis. All EISO Programs must focus on people with STI’s as one Priority Population. LPHAs should add additional populations based on local epidemiology.
- i. **PWID:** Persons who inject drugs.
- j. **STI:** Sexually Transmitted Infections, such as Syphilis and Gonorrhea. This term may be used synonymously with Sexually Transmitted Diseases (STDs).
- k. **U=U:** Undetectable = Untransmittable is an important prevention and anti-stigma message that means if a person living with HIV has an undetectable HIV viral load, they cannot transmit HIV to others through sexual contact. U=U also refers to the concept of Treatment as Prevention.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and Health Promotion	Environmental Health	Population Health	Access to Clinical Preventive Services Direct Services	Leadership and Organizational Competencies	Health Equity and Cultural Responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy and Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
Assessment and Referral	X	X		X	* X		X	X				

Health Literacy and Education	*	X		*			X	X				
Linkage to HIV Care	X	X		X	*		X	X	X			
HIV/STI Partner Services	X	X		X	*		X	X	X			
Follow-up of PLWH Not-in-Care	X	X			*		X	X	X			
Recruitment to Services	*							X				
HIV/STI Prevention Education, including PrEP	X	X		X	X		X	X	X			

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

Not applicable.

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

EISO supports the workplan reflected in PE51 for Communicable Disease work.

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

- a. Engage in activities as described in its local program plan, which has been approved by and is on file with OHA.
- b. Engage in activities as described and located in the EISO Standards, developed by OHA.
- c. Use funds for this Program Element in accordance with its local program budget and as allowable by HRSA’s Ryan White Part B. Modification to the local program budget may only be made with OHA approval. Approved local program budget is on file with OHA.
- d. **Outreach.** Outreach, as defined by HRSA/Ryan White Program Guidance, are services “aimed at identifying persons with HIV who may know or be unaware of their status and are not in care.” A primary goal for End HIV Oregon is to identify people who do not know their HIV status, as this group is at highest risk of transmitting HIV and most in need of rapid access to medical care, treatment and supportive services. Identifying persons with HIV who are unaware of their status requires a combination of education, outreach, and service navigation strategies broadly focused on Priority Populations who are at increased vulnerability to HIV (e.g. people with STI, MSM, PWID). The purpose of Outreach Services is to identify individuals who:
 - Do not know their HIV status: these individuals should be referred into testing to help them learn their status and engage in appropriate adjunct services.
 - Know their HIV-positive status and are not in care: these individuals should be connected to HIV medical care and supportive services.

Outreach participants must be part of a Priority Population known through local epidemiology to be at increased vulnerability for HIV. Priority Populations for Oregon are designated in the End HIV/STI Oregon Strategy, 2022-2026; Programs may focus activities more narrowly based on

local epidemiology.

<https://www.oregon.gov/oha/ph/diseasesconditions/hivstdviralhepatitis/ipg/pages/index.aspx>

Outreach activities are client engagement strategies delivered in a clinic (e.g., integrated HIV/STI testing and partner services delivered at a set location) or in community-based settings outside of local public health clinic environments (e.g., educational setting, field testing in conjunction with social or educational activities). Outreach may also include targeted awareness activities (e.g., social media directed to a Priority Population). No broad scope awareness activities (e.g., media to general public) are allowed. Specific activities are to be defined by the County, as described in an EISO workplan.

Outreach activities may include, or leverage the services already in place:

- (1) **Integrated HIV/STI testing:** Ensures HIV and/or STI testing will be integrated for all people newly diagnosed with early syphilis and/or rectal gonorrhea, and pregnant people diagnosed with any stage of syphilis by leveraging or referring to existing HIV/STI testing.
- (2) **HIV/STI partner services:** Partner services ensures that all people with a new diagnosis of HIV, early syphilis, rectal gonorrhea, and pregnant people with syphilis at any stage will receive treatment, be interviewed for names of contacts or partners, and their contacts or partners are found, tested and treated for HIV/STIs. Highest Priority Populations for EISO-funded partner services are:
 - (a) People newly diagnosed with HIV.
 - (b) Pregnant people with syphilis of any stage.
 - (c) People with early syphilis.
 - (d) People with rectal gonorrhea.
 - (e) People with known HIV infection with a new early syphilis, rectal gonorrhea diagnosis, or are pregnant with syphilis of any stage.
- (3) **Follow-up of PLWH Not-in-Care:** Connects previously diagnosed people with HIV who are out of care into medical care and treatment thereby improving individual health outcomes and reducing transmissibility of HIV. LPHA may work with local case management systems to reconnect PLWH to medical services who have never been in care or who have fallen out of care.
- (4) **Recruitment to services:** Services shall be focused on Priority Populations, specifically individuals identified at increased vulnerability for HIV, and delivered in accordance with local outreach and education plans. Education and recruitment may be provided in-person at outreach events or in conjunction with other local services, such as syringe exchange, and/or virtually, using social media and/or geospatial dating/networking apps. Services shall reach and be made available to individuals in the LPHA service area, unless otherwise specified (e.g. if Priority Populations can be best reached in a particular geographic region or through specific, limited methods). LPHAs will delineate one or more specific Priority Population to focus Outreach Services.
- (5) **HIV/STI prevention education, including PrEP:** Provides comprehensive HIV education, including information about harm reduction, HIV Treatment as Prevention, and U=U. Provide PrEP education and refer HIV-negative individuals to PrEP services, as needed.
- (6) **Outreach testing:** Ensures testing of Priority Populations engaged through Outreach Services by leveraging or referring to existing HIV/STI testing.

(7) **Linkage to HIV case management and medical care:** For individuals engaging in Outreach Services who test HIV positive or disclose HIV positive status and are not in medical care, provide active referrals/warm hand-offs to Ryan White HIV/AIDS Programs, such as to HIV case management services or the local EISO Program, during their appointment. Referrals/warm hand-offs should be expedited for clients who are newly diagnosed with HIV, experiencing homelessness or otherwise in behavioral health crisis. Referral pathways and timelines should be delineated in a referral map or flow chart.

e. **Early Intervention Services.** LPHA's HIV EISO Programs must include the following minimum components:

HIV Early Intervention Services (EIS) identify people living with HIV, refer them to services, link them to care and provide health education to assist with navigating HIV care and support services. EIS is designed to ensure that all people newly diagnosed with HIV in Oregon are linked to HIV medical care within 30 days, with a goal of being linked to care and starting antiretroviral therapy within seven days, preferably immediately. EIS is particularly important for newly diagnosed people who need extra help getting linked to, and retained in, HIV medical care, case management, and other services provided by the Ryan White HIV/AIDS Program. A combination of locally-defined methods (e.g., referral networks, community partnerships), systems (e.g., priority appointments for newly diagnosed), and staffing arrangements (e.g., peer navigators, community health workers) should be developed or leveraged to ensure the ability to prioritize service to a person with HIV when newly diagnosed.

HIV Early Intervention Services are for individuals with a documented HIV-positive status and Oregon residency. EIS activities include:

- (1) **HIV Testing:** Ensures HIV testing to individuals whose status is HIV-negative or unknown but at increased vulnerability to HIV (e.g. Priority Populations) by leveraging or referring to existing HIV testing.
- (2) **Initial contact & enrollment:** Initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. Enroll clients in EIS or document reasons for non-enrollment.
- (3) **Assessment and referral:** Assesses client needs related to sexual health, STI testing, HIV prevention, medical and behavioral health care, and basic needs which may interfere with participation in services (e.g., housing, food, alcohol & drug use). Referrals and linkages are made to HIV case management, CAREAssist, medical care, food assistance programs, housing support, behavioral health services, syringe exchange, transportation, STI testing, etc.
- (4) **Health literacy/education:** Provides comprehensive HIV education, including information about harm reduction, HIV service navigation, HIV Treatment as Prevention, and U=U.
- (5) **Linkage to care:** Ensures linkage to and engagement with HIV medical care, with a goal of linking HIV+ individuals to care within 30 days of initial referral, and ideally within 0-7 days. Depending on client needs and local systems, programs may refer HIV+ individuals into existing case management services via active referral OR may play a more active role in ensuring linkage to HIV medical care.

- f. End HIV/STI Oregon Promotion & Support.** Support and promote the Oregon Health Authority End HIV/STI Oregon initiative. Required activities include:
- (1) Display the End HIV Oregon logo and website link on LPHA website (on pages related to EISO Services).
 - (2) Provide LPHA logo for inclusion on End HIV Oregon website.
 - (3) Ensure that any promotional materials developed, related to EISO services and funded by this agreement, includes information about the End HIV Oregon initiative, including the logo and website address.
 - (4) Actively use the End HIV Oregon Ambassador Kit to promote End HIV Oregon messaging.
- g. Continuing Education, Training and Partner/Systems Coordination.** Participate in community learning and ongoing training opportunities facilitated by OHA and its training contractor, Oregon AIDS Education and Training Center. Required activities include:
- (1) Staff with FTE funded through this Program Element shall complete OHA's HIV Prevention Essentials training prior to providing EISO Services. Training is available at: <https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/HIVSTDVIRALHEPATITIS/HIVPREVENTION/Pages/Trainings.aspx>
 - (2) Staff with FTE funded through this Program Element for Disease Intervention Services shall complete HIV/STI Partner Services training or its equivalent prior to providing EISO Services. Training is available at: <https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/HIVSTDVIRALHEPATITIS/SEXUALLYTRANSMITTEDDISEASE/Pages/trainings.aspx>
 - (3) Participate in quarterly EISO meetings convened by OHA.
 - (4) Participate in monthly EISO check-in calls or meetings with the OHA-designated contact.
 - (5) Attendance by one or more EISO program staff at the End HIV/STI Oregon Statewide Planning Group meetings, convened virtually three to five times/year.
 - (6) Participate in other training opportunities as requested by OHA.
 - (7) Participate in quarterly EISO case reviews convened virtually. Presentation of non-identifiable EISO Services cases are shared and discussed.
 - (8) Attendance at one additional conference by at least two staff. Suggested conferences include Oregon's Meaningful Care Conference, the HIV Continuum of Care Conference, and Oregon Epidemiologists' Meeting.
- h.** HRSA funding has minimum activity and reporting requirements. In addition to the activities and requirements listed above, all providers of HIV EISO Services are required to submit the following by March 30 of each year:
- (1) A staffing plan and organizational chart submitted with yearly budgets.
 - (2) Mid-Year Progress Report and Annual Progress Report.
 - (3) An Outreach Services Work Plan, to include the following required elements:
 - (a) Priority Populations for Outreach Services
 - (b) Specific methods for reaching Priority Population(s) and recruiting into services (e.g., use of social media, events, plans to engage community and public health partners)

- (c) Policies and standard operating procedures (e.g., for HIV testing, referrals, PrEP navigation, and retention/follow-up with HIV-negative clients, linkage to Ryan White HIV/AIDS Program Services for HIV-positive clients)
 - (d) A process map/flow chart detailing service and referral pathways, including expected times for getting HIV positive and HIV negative clients into services.
 - (e) A strategy map delineating key activities and how they connect to EISO Program goals
 - (f) Service goals/metrics for each Priority Population
- i. In addition to the requirements in this Program Element, all EISO Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality and reporting requirements:
 - (1) Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011.
<https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>
 - (2) All HIV testing data is entered directly by providers into Evaluation Web, the CDC's database system for HIV testing, or through a pre-approved data export process. Evaluation Web is accessed using two-factor authentication through the CDC Secure Access Management System (SAMS). LPHA staff needing access to SAMS for data entry into Evaluation Web must first request access through OHA.
 - (3) All EISO data shall be entered into Orpheus, Oregon's integrated electronic disease surveillance system, on an ongoing basis in the EISO interface. An EISO Orpheus Data Entry Guide to assist in correct and consistent reporting will be provided by OHA. All LPHA staff that provide EISO Services will participate in twice yearly EISO data cleaning and participate in annual evaluation of data. OHA will provide data elements at end of second quarter and end of fourth quarter.
 - (4) Establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to any employee, volunteer or subcontractor for a verified breach of the confidentiality requirements as outlined in this Program Element.
 - (5) Report to the OHA the nature of confirmed breaches by LPHA staff, including volunteers and subcontractors, of the confidentiality requirements of this Program Element within 14 days from the date the breach was confirmed.
- j. Acceptable use of financial awards for HIV EISO activities include:
 - (1) Staffing and structure for programs addressing goals, objectives, strategies and activities described above.
 - (2) Collaborative work with other agencies furthering HIV EISO work.
 - (3) Advertising and promotion of activities for Priority Populations.
 - (4) Travel costs.
 - (5) Purchase and/or production of program materials.
 - (6) Necessary office equipment and/or supplies to conduct EISO activities, excluding furniture unless approved by OHA.

- (7) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with Priority Populations. This includes monitoring and evaluation trainings.
- (8) Documentation, meetings, and preparation related to conducting programs.
- (9) Supervision, data collection and review and quality assurance activities.
- (10) Participation in planning, task force and other workgroups.

k. EISO funds shall not be used to pay for:

Actual HIV tests or test kits; PE7 funding allows for HIV tests and test kits and should be used for this purpose. EISO funds are intended as a resource of last resort; if an LPHA can justify why PE7 funds are unable to be used, or other resources leveraged, for HIV tests, LPHAs can submit a request to use EISO funds for this purpose. This will require OHA approval.

EISO funds shall not be used for STI tests or STI test kits or to pay cash to service clients, pay for PrEP or STI medications. EISO funds may not be used to pay for harm reduction supplies or services, such as Syringe Service Programs, syringes, cookers, cotton, or other drug paraphrenia. FTE must primarily be allocated to EISO primary/core activities but may be delivered in support of other prevention activities.

Due to the variability of these funds, LPHAs are encouraged to leverage Ryan White Part A and B monies, as well as insurance and other reimbursement to pay for and support sustainable EISO Services.

- l. Subcontracted Services.** LPHAs may use all or some of HIV EISO funds to subcontract with other LPHAs or community-based organizations for delivery of EISO Services. LPHA must ensure each subcontractor adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each subcontractor:
 - (a) Completes an OHA approved planning/reporting document.
 - (b) Submits fiscal and monitoring data in a timely manner.
 - (c) Meets the standards outlined in this Program Element.
 - (d) Submits a strategy map delineating key activities and how they connect to EISO Program goals.

5. General Requirements Applicable to Ryan White HIV/AIDS Program Services Funding.

a. Payor of Last Resort.

Funds shall not be used to cover the costs for any item or service covered by other state, federal or private benefits or service programs and shall be used as dollars of last resort.

- b. Allowable Services.** Ryan White Part B Services funds must be allowable per [HRSA's Ryan White Part B and per the Ryan White HIV/AIDS Program Services: Eligible Individuals and Allowable Uses of Funds Policy Clarification Notice \(PCN\) #16-02 \(Revised 10/22/2018\)](#).

c. Direct Cash Reimbursements to Clients are Prohibited.

Funds shall not be used to provide direct cash reimbursement to a person receiving services under this Program Element.

d. Specified Services Funding Only.

Funds may only be used for those serviced detailed in the approved budget unless otherwise approved by OHA.

e. Vehicle Purchase.

Vehicle purchases by LPHA using funding provided under this Program Element are subject to 45 CFR 75.320. Equipment must be used for EISO services as long as needed. When no longer needed for EISO services, OHA shall be notified. The vehicle may be used for other activities in the following order of priority:

- (1) Allowable Ryan White Program activities.
- (2) Activities allowable under Federal awards from other U.S. Department of Health & Human Services (HHS) awarding programs.
- (3) Costs associated with use of the vehicle for non-EISO related activities shall not be charged under this Program Element.
- (4) The LPHA is considered the owner and is responsible for management requirements. At the end of this the funding period, LPHA shall retain ownership to use, sell, and dispose of the vehicle per federal rule.

f. AIDS Drug Assistance Program Funding Priority.

The OHA is required to ensure AIDS Drug Assistance Program (ADAP) services are available to eligible Oregonians. Funding availability for EISO is not guaranteed. OHA reserves the right to terminate funding under this Program Element with 90 days advance written notice to LPHA, if OHA deems it necessary to ensure the stability of ADAP services.

- g. Aggregate Administrative Costs NTE 10%.** LPHA may use up to 10% of the direct costs listed in the budget to cover costs of administrative services.

6. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

- a.** Each quarter, OHA will review LPHA expenditures to ensure allocated funds are maximized and used appropriately.
- (1) If 50 percent of funds are not spent annually by December 31, OHA and LPHA will meet to discuss barriers as well as ideas and plans for spending and use of these monies.
 - (2) If 75 percent of funds are not spent annually by April 30, LPHA will propose a formal action plan to OHA for use of unspent monies no later than May 15. This action plan may include a proposal to use unspent funds for a time-limited special project.
- b.** OHA must approve LPHA proposals on use of unspent funds when funds are underspent pursuant to Section a, above.
- c.** If agreement on an action plan is not achieved between LPHA and OHA, an approved action plan implementation does not result in timely use of underspent funds, or LPHA continues to underspend funds, OHA may reallocate any unspent EISO monies on allowable statewide special projects throughout the funding cycle.

7. Reporting Requirements.

- a. The following HRSA-required data elements must be collected for all clients receiving services: client first name, client last name, complete date of birth, gender, complete zip code, HIV status, and residency. For purposes of this requirement, client self-reported residency documentation is permissible.
- b. LPHA and subcontractors must enter data into the Orpheus and Evaluation Web as referenced in Sections 4.i.(2) and (3) with all demographic, service and clinical data fields entered within 30 days of the date of service. All annual HRSA required data must be entered into Orpheus and Evaluation Web by February 1 for the prior calendar year. If these reporting timelines are not met, OHA will work with the LPHA or subcontractor to establish and implement a corrective action plan.
- c. In addition to the General Revenue and Expense reporting requirements in Section 6 of this Program Element, LPHA must submit Mid-Year Progress Report (due January 31) and Annual Progress Report (due July 31) each year starting 2023.

8. Performance Measures.

LPHA must operate its program in a manner designed to achieve the following performance goals:

- a. All people newly diagnosed with HIV linked to HIV medical care within 30 days, with a goal of being linked to care and starting antiretroviral therapy within seven days.
- b. Initiate contact with all HIV+ individuals referred by OHA Surveillance within 72 hours of referral. Enroll HIV+ individuals in EIS Services or document reasons for non-enrollment.
- c. By March 30, of every year, complete activities referenced in Section 4.h.

9. Early Intervention Services and Outreach/Orpheus-Based Outcome Measures.

- a. HIV status and residency are HRSA-required data elements that must be collected for all clients receiving services, for purposes of this requirement, client self-reported residency documentation is permissible.
- b. LPHA shall enter the following data elements into Orpheus on an ongoing basis in the EISO interface. An EISO Orpheus Data Entry Guide to assist in correct and consistent reporting will be provided by OHA.

(1) For Persons with HIV/People with an HIV Positive Status:

- (a) HIV case interviewed
- (b) EISO enrolled
- (c) Contacts/partners named and tested for HIV
- (d) EISO services provided:
 - HIV Care
 - Other STI Testing
 - Health Education
 - Case Management
 - CAREAssist
 - Insurance

- (2) For persons with syphilis, rectal gonorrhea, or who are pregnant with syphilis at any state, and/or with an unknown HIV status:
 - (a) STI case interviewed
 - (b) Enrolled in EISO
 - (c) Contacts/partners named and tested for HIV

- (3) For persons receiving EISO services:
 - (a) HIV Testing
 - (b) PrEP Referral
 - (c) Other STI Testing
 - (d) Health Education

10. Early Intervention Services and Outreach Close-Out Measures

LPHA must use the following criteria to close out a person from EISO services:

- a. HIV positive clients – Newly Diagnosed or Out of Care: Documentation of EISO services offered and provided.
 - b. Persons with HIV with a new Syphilis or rectal gonorrhea Diagnosis, or Pregnant person with syphilis of any stage: Documentation of EISO services offered and provided and documentation of a visit for HIV medical care (defined as evidence of at least one HIV viral load laboratory test within a year of the new STD diagnosis).
 - c. Persons with unknown HIV status, a person with syphilis or rectal gonorrhea, or, Pregnant person with syphilis of any stage: Documentation of EISO services offered and provided and documentation of an HIV negative test within 30-days (plus or minus) of the syphilis or rectal gonorrhea report date.
 - d. Contacts/partners to clients listed in Section 9 above: Documentation of EISO services offered and provided and documentation of HIV status of contact. HIV status is defined as either documentation of an HIV negative test within 30 days (plus or minus) of the initiation of the contact investigation or documentation of a visit for HIV medical care defined as evidence of at least one HIV viral load laboratory test within a year of the contact investigation.
11. A client may be enrolled again in EISO if they present with a subsequent STI diagnosis, are a contact to a new EISO case, or have been determined to be out of HIV care by OHA HIV Surveillance.

EXHIBIT C
FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

1. **Financial Assistance Award.**
2. **Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
3. **Explanation of the Financial Assistance Award.**

FINANCIAL ASSISTANCE AWARD (FY24)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Deschutes County Street: 2577 NE Courtney Dr. City: Bend State: OR Zip: 97701-7638	2) Issue Date Saturday, July 1, 2023	This Action Amendment FY 2024
	3) Award Period From July 1, 2023 through June 30, 2024	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$0.00	\$58,471.25	\$58,471.25
PE01-12	ACDP Infection Prevention Training	\$0.00	\$1,517.82	\$1,517.82
PE07	HIV Prevention Services	\$0.00	\$28,467.00	\$28,467.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$0.00	\$27,978.25	\$27,978.25
PE13	Tobacco Prevention and Education Program (TPEP)	\$0.00	\$107,456.00	\$107,456.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$0.00	\$161,713.00	\$161,713.00
PE40-01	WIC NSA: July - September	\$0.00	\$186,520.00	\$186,520.00
PE40-02	WIC NSA: October - June	\$0.00	\$559,559.00	\$559,559.00
PE40-05	Farmer's Market	\$0.00	\$7,574.00	\$7,574.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$0.00	\$6,557.00	\$6,557.00
PE42-04	MCAH Babies First! General Funds	\$0.00	\$20,962.00	\$20,962.00
PE42-06	MCAH General Funds & Title XIX	\$0.00	\$12,302.00	\$12,302.00
PE42-11	MCAH Title V	\$0.00	\$69,713.00	\$69,713.00
PE42-12	MCAH Oregon Mothers Care Title V	\$0.00	\$57,515.00	\$57,515.00
PE42-13	Family Connects Oregon	\$0.00	\$50,000.00	\$50,000.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$0.00	\$47,791.00	\$47,791.00
PE44-01	SBHC Base	\$0.00	\$360,000.00	\$360,000.00
PE44-02	SBHC - Mental Health Expansion	\$0.00	\$431,081.00	\$431,081.00
PE46-05	RH Community Participation & Assurance of Access	\$0.00	\$32,197.66	\$32,197.66
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$0.00	\$122,310.00	\$122,310.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$0.00	\$135,721.21	\$135,721.21
PE51-02	Regional Partnership Implementation	\$0.00	\$86,474.38	\$86,474.38
PE51-05	CDC PH Infrastructure Funding	\$0.00	\$622,298.28	\$622,298.28
PE73	HIV Early Intervention and Outreach Services	\$0.00	\$452,593.00	\$452,593.00
		\$0.00	\$3,646,771.85	\$3,646,771.85

5) Foot Notes:	
PE40-01	7/2023: Unspent SFY2024 Q1 award will be rescinded by the state, cannot be carried over to SFY2024 Q2-4 period.
PE40-02	7/2023: Q2-4 Unspent grant award will be rescinded by the state at end of SFY2024
PE42-11	7/2023: Indirect charges cap at 10%.
PE42-12	7/2023: Indirect Charges cap at 10%.
PE43-01	4.2023: Awarded funds can be spent on allowable costs for the period of 7/1/2023 - 9/30/23. Any unspent funds will be de-obligated.
PE51-01	7/2023: Bridge funding for 7/1/23-9/30/23.
PE51-02	7/2023: Bridge funding for 7/1/23-9/30/23.

6) Comments:	
PE01-01	4/2022: SFY24 funding available 7/1/23-9/30/23 only.
PE12-01	7/2023: SFY24 Award funding for first 3 months only
PE13	7/2023: SFY24 Bridge Funding 7/1/23-9/30/23
PE36	5/2023: Redistribution for Jul-Sep 2023 SAPT_22; and TBD SAPT_23 Oct-Jun 2024 7/2023: SFY24 Award
PE40-01	7/2023: SFY2024 Q1 WIC NSA grant award. 37,304\$ must spent on Nutrition Ed; \$6,019 on BF Promotion. Underspend Q1 award cannot be carried over to Q2-4 period.
PE40-02	7/2023: SFY2024 Q2-4 grant award. \$111,912 must be spent on Nutrition Ed, \$18,056 on BF Promotion.
PE40-05	7/2023: SFY2024 WIC Farmers Market Mini grant award. Final Q2 Rev & Exp Report is required for final accounting. Underspent funds will be rescinded by the state in February 2024
PE51-01	4/2023: SFY24 Funding Available 7/1/23-9/30/23 Only
PE51-02	4/2023: SFY24 Funding Available 7/1/23-9/30/23 Only
PE51-05	4/2023: SFY24 Award Available 7/1/23-6/30/24. Funds are available 7/1/23-11/30/27. Unspent Funds in SFY24 will be carried over to the next fiscal year.

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

Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs)

OREGON HEALTH AUTHORITY PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT										
EMAIL TO: OHA-PHD.ExpendRevReport@dhs.oha.state.or.us										
Agency: [Enter your agency name]										
Program: [Enter the Program Element Number / Sub Element and Title]										
Fiscal Year: July 1, [start year] to June 30, [end year]										
BREAKDOWN BY FISCAL YEAR QUARTER										
REVENUE	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
A. PROGRAM INCOME/REVENUE	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
1. Revenue from Fees	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
2. Donations	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
3. 3rd Party Insurance	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
4. Other Program Revenue	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
TOTAL PROGRAM INCOME	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -
5. Other Local Funds (Identify)	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
5a.	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
5b.	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
6. Medicaid/OHP	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
7. Volunteer and In-Kind (estimate value)	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
8. Other (Specify)	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
9. Other (Specify)	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
10 Other (Specify)	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURES	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
B. EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
1. Personal Services (Salaries and Benefits)	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ - \$ -
2. Services and Supplies (Total)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2a. Professional Services/Contracts	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ - \$ -
2b. Travel & Training	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ - \$ -
2c. General Supplies	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ - \$ -
2d. Medical Supplies	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ - \$ -
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Capital Outlay	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ - \$ -
4. Indirect Cost (\$)	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ - \$ -
4a. Indirect Rate (____%)	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Total Program Income	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -
TOTAL REIMBURSABLE EXPENDITURES	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -	-----	\$ -
Check Box if amounts have been revised since report previously submitted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.										
** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**										
C. CATEGORY	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
1. Client Services	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
2. Nutrition Services	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
3. Breastfeeding Promotion	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
4. General Administration	-----	-----	-----	-----	-----	-----	-----	-----	-----	\$ -
TOTAL WIC PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. CERTIFICATE										
I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)										
PREPARED BY	PHONE				AUTHORIZED AGENT SIGNATURE				DATE	

Form Number 23-152

Revised July 2021

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report
FORM NUMBER: 23-152 (Instructions)

WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.ExpendRevReport@dhsoha.state.or.us
WHEN TO SUBMIT:	Reports for grants are due 30 days following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. Any expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
REPORT REVISIONS:	OHA will accept <i>revised</i> revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter expenditure reports. OHA will accept <i>revised</i> reports up to 14 days after the fourth quarter expenditure report due date.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made, or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title,** and **Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE	Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.
Program Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue is not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDITURES	Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.
Line 2. Services and Supplies (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.

Line 2c. General Supplies	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 75. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
Line 4. Indirect Cost (\$)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSABLE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: <ul style="list-style-type: none"> ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

The Financial Assistance Award consists of the following Items and Columns:

- a. **Item 1 “Grantee”** is the name and address of the LPHA;
- b. **Item 2 “Issue Date” and “This Action”** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and
- c. **Item 3 “Award Period”** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see “Footnotes” below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- d. **Item 4 “OHA Public Health Funds Approved”** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1 “Program”** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
 - (2) **Column 2 “Award Balance”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
 - (3) **Column 3 “Increase/(Decrease)”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of

facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(4) **Column 4 "New Award Balance"** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.

- e. **Item 5 "Footnotes"** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Footnotes" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.
- f. **Item 6 "Comments"** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Comments" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Comments" section when expending or utilizing financial assistance subject thereto.
- g. **Item 7 "Capital Outlay Requested in This Action"** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:
- (1) **Column 1 "Program"** the information presented in this column indicates the Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
 - (2) **Column 2 "Item Description"** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
 - (3) **Column 3 "Cost"** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
 - (4) **Column 4 "Prog Approv"** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 1. Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g., certain Oregon counties that agree to engage in this activity.)
- a. Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
- b. LPHA Enforcement Functions.** LPHA shall assume the following enforcement functions:
- (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
 - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c. (3) “OHA Responsibilities.”
 - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
 - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
 - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
- c. LPHA Training.** LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.
- d. OHA Responsibilities.** OHA shall:
- (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
 - (2) Provide technical assistance to LPHAs.

- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. HIPAA/HITECH COMPLIANCE.

- a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.
 - (1) **Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
 - (2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.
 - b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.
3. If OHA intends to request reimbursement from FEMA for all allowable costs, Recipient shall provide to OHA timely reports that provide enough detail to OHA's reasonable satisfaction, in order to obtain FEMA's reimbursement.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:
- (1) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
 - (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's Underexpenditure or Overexpenditure of prior disbursements.
 - (3) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit C, "Financial Assistance Award." For purposes of this section, amounts due to LPHA are determined by the actual amount of reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the LPHA to adjust funds when applicable

- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.
 - (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. **Recovery of Financial Assistance.**

- (1) **Notice of Underexpenditure, Overexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in “Recover of Underexpenditure or Overexpenditure” below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in “Recover of Misexpenditure” below.
- (2) **Recovery of Underexpenditure or Overexpenditure.**
- (a) **LPHA’s Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure amount.
- (b) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover from Future Payments” below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to “Appeal Process” above), OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA’s request for

alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA must appeal a final written decision from the Federal Government, to either:
- i.** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
 - ii.** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments" below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with

LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery from Future Payments” below. If OHA and LPHA continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the “Grant Appeals Board”) pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the

noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- B.** If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below.
- C.** If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover From Future Payments” below.
- D.** Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director
- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
 - IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
 - VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
 - VII. OHA rule does not authorize an expenditure that this Agreement prohibits.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the

deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- (3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - (a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
 - (b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
3. **Subcontracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the

Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts. LPHAs must have internal controls and policies in place to ensure there are no unresolved conflicts of interest between the subcontractor and the individual monitoring the subcontractor.
5. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:
 - a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
 - b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in the prevalent non-English languages in LPHA's service area.
 - c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
 - d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

6. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are:

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter's expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination", of LPHA's obligation to include that Program Element in its public health program.
8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.
9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance disbursed by OHA under this Agreement or with respect to Program Element services delivered.

- 11. Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.
- 12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 13.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
- 14. Purchase and Disposition of Equipment.**
- a.** For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per item. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network
 - (2) Personal Computer
 - (3) Printer/Plotter
 - (4) Server
 - (5) Storage devices that will contain Client information.
 - (6) Storage devices that will not contain Client information when the acquisition cost is \$100 or more
 - (7) Software when the acquisition cost is \$100 or more
- b.** For any Equipment purchased with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:

- (1) description of the Equipment;
 - (2) serial number;
 - (3) source of funding for the Equipment (including the FAIN);
 - (4) who holds title;
 - (5) where Equipment was purchased;
 - (6) acquisition cost and date
 - (7) percentage of federal participation in cost;
 - (8) location, use and condition of the Equipment; and
 - (9) any ultimate disposition data including the date of disposal and sale price of the Equipment
- c. LPHA shall provide the Equipment inventory list to OHA upon request. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. Funds from this Agreement used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the OHA's written, or e-mail approval provided authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

EXHIBIT F
STANDARD TERMS AND CONDITIONS

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject, and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** LPHA represents and warrants as follows:

 - (1) Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) Due Authorization.** The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual

property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

- c. LPHA shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. LPHA Default. LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.
8. **Termination.**
- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more Program Elements in its public health program:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
 - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
 - b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more Program Elements described in the Financial Assistance Award:
 - (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to

meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

9. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and

necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
 - d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
 - e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance disbursed by OHA under this Agreement, or with respect to Program Element services delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.
11. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24-hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
 - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement

this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the term or provision held to be invalid.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when delivered to the addressee.

OHA: Office of Contracts & Procurement
500 Summer Street NE, E03
Salem, Oregon 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324

COUNTY: Deschutes County
Attn: Janice Garceau
2577 NE Courtney Drive
Bend, Oregon 97701-7368
Telephone: (541) 322-7400
Email: Janice.Garceau@deschutes.org

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any Amendments so executed shall constitute an original.
- 21. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

- 22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.
- 23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

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

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

- 24. Indemnification by LPHA Subcontractor.** LPHA shall take all reasonable steps to cause its subcontractor, that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LPHA's subcontractors or any of the officers, agents, employees or subcontractors of the subcontractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the subcontractor from and against all Claims.

EXHIBIT G REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** LPHA shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:

 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that

Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA upon request as needed. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that

impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time-to-time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Ave, SW
Cohen Building, Room 5527
Washington, DC 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS

- 1. Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

 - a.** Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b.** If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
 - c.** Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
- 2. Records Maintenance, Access and Confidentiality.**

 - a. Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
 - b. Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
 - c. Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
 - d. Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. Alternative Formats of Written Materials. In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

For purposes of the foregoing, "written materials" means materials created by LPHA, in connection with the Service being provided to the requestor. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client in the prevalent non-English language(s) within the LPHA service area. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language(s) within the LPHA service area.

4. **Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum, shall include:
- a. An established process and time frame for filing an employee grievance.
 - b. An established hearing and appeal process.
 - c. A requirement for maintaining adequate records and employee confidentiality.
 - d. A description of the options available to employees for resolving disputes.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Subcontractor employee manual that describes the Subcontractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. **Independent Contractor.** Unless Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.
7. **Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.
8. **Required Subcontractor Insurance Language.**
- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
 - b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subcontractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subcontractor from and against all Claims.
9. **Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS**

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

TYPES AND AMOUNTS.

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

2. **PROFESSIONAL LIABILITY**

Required by OHA **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. **COMMERCIAL GENERAL LIABILITY**

Required by OHA **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.

\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE

Required by OHA **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

- 5. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- 6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either “tail” coverage or continuous "claims made" liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the Subcontractor’s completion and LPHA ’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request, and OHA may grant approval of the maximum “tail “coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
- 7. **NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar days’ written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 8. **CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

EXHIBIT J

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

PE01-12 ACDP Infection Prevention Training	
Federal Award Identification Number:	6NU50CK000541
Federal Award Date:	05/18/20
Budget Performance Period:	08/1/2019-07/31/2020
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity
Total Federal Award:	98,897,708.00
Project Description:	Epidemiology & Laboratory Capacity
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	16.41%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53867
Index:	50401

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$1,517.82	\$1,517.82

PE07 HIV Prevention Services			
Federal Award Identification Number:	State Funds	State Funds	NU62PS924543
Federal Award Date:			04/18/23
Budget Performance Period:			01/01/2022 - 05/31/2024
Awarding Agency:			CDC
CFDA Number:			93.940
CFDA Name:			HIV Prevention Activities, Health Department Based
Total Federal Award:			4,953,307
Project Description:			Integrating HIV Surveillance and Prevention work to build structural strategies to reduce HIV infections and support HIV care as well as reduce health related disparities among those at risk for HIV.
Awarding Official:			Ronald Buchanan
Indirect Cost Rate:			18.06%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	53313	TBA	53212
Index:	50403	50403	50403

Agency	UEI	Amount	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$10,951.00	\$1,459.69	\$16,056.31	\$28,467.00

PE12-01 Public Health Emergency Preparedness and Response

Federal Award Identification Number:	NU90TP922036
Federal Award Date:	
Budget Performance Period:	TBD
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	8,439,412
Project Description:	Public Health Emergency Preparedness (PHEP)
Awarding Official:	Ms. Sylvia Reeves
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
HIPPA:	No
PCA:	TBD
Index:	50407

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$27,978.25	\$27,978.25

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification	State Funds	State Funds	State Funds	B08TI083513	B08TI083963	B08TI084667
Federal Award Date:				03/11/21	05/17/21	08/03/22
Budget Performance Period:				03/15/21-03/14/2024	9/01/2021-09/30/2025	10/01/2021-09/30/2023
Awarding Agency:				SAMHSA	SAMHSA	SAMHSA
CFDA Number:				93.959	93.959	93.959
CFDA Name:				Substance Abuse Prevention & Treatment Block Grant	Block Grants for Prevention and Treatment of Substance Abuse	Block Grants for Prevention and Treatment of Substance Abuse
Total Federal Award:				\$19,288,251	\$16,658,035	\$6,637,462
Project Description:				Block Grants for Prevention and Treatment of Substance Abuse	Substance Abuse Prevention & Treatment Block Grant	Substance Abuse Prevention & Treatment Block Grant
Awarding Official:				Jessica Hartman	Jessica Hartman	Jessica Hartman
Indirect Cost Rate:				18.06%	18.06%	18.06%
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA:	No	No	No	No	No	No
PCA:	52784	52613	52617	52521	52523	52519
Index:	50341	50341	50341	50341	50341	50341

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$7,600.51	\$485.14	\$4,851.39	\$32,342.60	\$29,108.34	\$87,325.02	\$161,713.00

PE40-01 WIC NSA: July - September

Federal Award Identification	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	04/06/23	04/06/23	04/06/23
Budget Performance Period:	10/01/2021-09/30/2022	10/01/2021-09/30/2022	10/01/2021-09/30/2022
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	\$26,840,681	\$26,840,681	\$26,840,681
Project Description:	WIC Admin	WIC Nutrition Education	WIC Breastfeeding Promotion
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52223	52225	52224
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Deschutes	SVJR7CF7JN519	\$143,197.00	\$37,304.00	\$6,019.00	\$186,520.00

PE40-02 WIC NSA: October - June

Federal Award Identification Number:	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:			
Budget Performance Period:	10/01/2023-09/30/2024	10/01/2023-09/30/2024	10/01/2023-09/30/2024
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC NSA grant	WIC NSA grant	WIC NSA grant
Total Federal Award:	TBD	TBD	TBD
Project Description:	Supplemental Nutrition Program WIC Admin	Supplemental Nutrition Program WIC Nutrition Ed	Supplemental Nutrition Program WIC BF Promotion
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.64%	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
HIPPA	No	No	No
PCA:	52110	52112	52111
Index:	50331	50331	50331

Agency	UEI	Amount	Amount	Amount	Grand Total:
Deschutes	SVJR7CF7JN519	\$429,591.00	\$111,912.00	\$18,056.00	\$559,559.00

PE42-11 MCAH Title V	
Federal Award Identification	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022 - 09/30/2024
Awarding Agency:	DHHS
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	50336

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$69,713.00	\$69,713.00

PE42-12 MCAH Oregon Mothers Care Title V	
Federal Award Identification	B0447441
Federal Award Date:	04/06/23
Budget Performance Period:	10/01/2022-09/30/2024
Awarding Agency:	
CFDA Number:	93.994
CFDA Name:	Maternal and Child Health Services
Total Federal Award:	4,797,142
Project Description:	Maternal and Child Health Services Block Grant to the States
Awarding Official:	Lewissa Swanson
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
HIPPA	Yes
PCA:	TBD
Index:	50336

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$57,515.00	\$57,515.00

PE43-01 Public Health Practice (PHP) - Immunization Services

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	
Budget Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	HHS/CDC
CFDA Number:	93.268
CFDA Name:	Immunization Cooperative Agreements
Total Federal Award:	7,770,374
Project Description:	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	18.06%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	TBD
Index:	50404

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$47,791.00	\$47,791.00

PE46-05 RH Community Participation & Assurance of Access

Federal Award Identification Number:	FPHPA006556	FPHPA006556
Federal Award Date:	03/18/23	
Budget Performance Period:	04/01/2023-03/31/2024	04/01/2024-03/31/2025
Awarding Agency:	DHHS	DHHS
CFDA Number:	93.217	93.217
CFDA Name:	Family Planning Services	Family Planning Services
Total Federal Award:	23,346,632.00	13,168,883
Project Description:	Oregon Reproductive Health Program	Oregon Reproductive Health Program
Awarding Official:	Tisha Reed	Tisha Reed
Indirect Cost Rate:	18.06%	17.64%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	52792	TBD
Index:	50333	50333

Agency	UEI	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$24,148.25	\$8,049.41	\$32,197.66

PE50 Safe Drinking Water (SDW) Program (Vendors)

Federal Award Identification Number:	State Funds	State Funds	00031223	98009022	98009023
Federal Award Date:			02/03/23	09/21/22	
Budget Performance Period:			10/01/2022-09/30/2023	10/01/2022-09/30/2025	10/01/2023-09/30/2026
Awarding Agency:			EPA	EPA	EPA
CFDA Number:			66.432	66.468	66.468
CFDA Name:			State Public Water System Supervision	Capitalization Grants for Drinking Water State Revolving Funds	Capitalization Grants for Drinking Water State Revolving Funds
Total Federal Award:			2516000	11064000	TBD
Project Description:			OHA State Public Water System Supervision (PWSS) Primacy	Oregon FFY 2022 Drinking Water State Revolving Fund (base)	Oregon FFY 2023 Drinking Water State Revolving Fund (base)
Awarding Official:			Neverley Wake	Megan Browning	TBD
Indirect Cost Rate:			18.06%	18.06%	TBD
Research and Development (T/F):	FALSE	FALSE	FALSE	FALSE	FALSE
HIPPA	No	No	No	No	No
PCA:	51283	51058	51322	51835	TBD
Index:	50204	50204	50204	50204	50204

Agency	UEI	Amount	Amount	Amount	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$36,693.00	\$12,231.00		\$9,173.00	\$9,173.00	\$27,520.00
							\$122,310.00

PE51-05 CDC PH Infrastructure Funding

Federal Award Identification Number:	NE11OE000080	NE11OE000080
Federal Award Date:	11/29/22	
Budget Performance Period:	12/1/2022-11/30/2027	12/1/2022-11/30/2027
Awarding Agency:	CDC	CDC
CFDA Number:	93.967	93.967
CFDA Name:	CDC's Collaboration with Academia to Strengthen Public Health	CDC's Collaboration with Academia to Strengthen Public Health
Total Federal Award:	\$30,054,888	\$30,054,888
Project Description:	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)	Oregon Health Authority, Public Health Division's application for Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (CDC-RFA-OE22-2203)
Awarding Official:	Lauren Bartell Billick	Lauren Bartell Billick
Indirect Cost Rate:	4%	4%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No
PCA:	50297	TBD
Index:	50107	50107

Agency	UEI	Amount	Amount	Grand Total:
Deschutes	SVJRCF7JN519		\$259,290.95	\$363,007.33
				\$622,298.28



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Award of agreement with Parametrix for sole source Solid Waste Management Facility Siting Phase II consulting services

RECOMMENDED MOTIONS:

- 1) Move approval of Resolution 2023-038 for the sole source procurement of Solid Waste Management Facility Siting Phase II consulting services with Parametrix, Inc.
- 2) Move approval of Board signature of Document No. 2023-596 with Parametrix, Inc. for Solid Waste Management Facility Siting Phase II consulting services in the amount of \$799,220.

BACKGROUND AND POLICY IMPLICATIONS:

In November 2021, the Board of County Commissioners approved a Notice of Intent to Award a Contract for Solid Waste Management Facility Siting consultant services to Parametrix, Inc. The scope of work included the development of siting criteria, coordinating public outreach, organizing and participating in monthly Solid Waste Advisory Committee (SWAC) meetings, meeting with state and federal regulatory agencies, and implementing the Phase I screening process. Over the past 19 months, the project team and SWAC have evaluated potential sites County-wide and has recommended to two candidate sites for the next phase of site screening. Parametrix has also provided limited technical assistance on a parallel process to potentially acquire Bureau of Land Management (BLM) property that is being pursued through a Congressional legislative process.

At this time, Parametrix has essentially completed the Phase I scope of work addressed under their current agreement. Staff has met with the Parametrix team to develop a scope of work and budget for Phase II of the siting effort. Phase II will involve more detailed and in depth evaluation of the candidate sites including field work involving a number of disciplines such as biology, botany, archaeology and engineering and conducting on site geophysical and exploratory work to assess geology and groundwater conditions at the sites. The estimated cost for the Phase II siting work is \$799,220.

Attachment B outlines the findings in support of proceeding with a sole source procurement with Parametrix for Phase II of the project. As Knott Landfill is anticipated to reach capacity in late 2029, time is truly of the essence in keeping on a track to select a final

site and navigate the land use authorization and permitting processes. Continuing to work with Parametrix will provide time efficiency in keeping the process moving forward. Of particular note, the work performed by Parametrix to date has provided the team with insight and knowledge of the candidate sites, including issues surrounding those sites, developed relationships with the SWAC members, regulatory and land use agencies with permitting and approval authority over the project, and gained familiarity with the communities that have participated and submitted comments on the project to date. Bringing an alternate firm on board for Phase II would require time for the firm to acquire the level of knowledge and familiarity that Parametrix has developed to date. Additional time will also be required to develop and issue a Request for Proposals, conduct an evaluation of proposals received, negotiate a scope of work and fees and award a contract for the work.

A legal notice for the sole source procurement was posted in the Bend Bulletin from Saturday, June 3 through Saturday, June 10 and no protests were received.

BUDGET IMPACTS:

Funds have been budgeted in the FY24 budget for Phase II of the Solid Waste Management Facility Siting Project. The scope does not currently include work related to the evaluation of potential Bureau of Land Management (BLM) sites. Solid Waste staff recently met with BLM and congressional legislative staff to better understand the legislative process and potential timeline. Solid Waste will develop a scope of work for preliminary site assessment for either one or both of the potential BLM sites under consideration in July/August, 2023.

ATTENDANCE:

Chad Centola, Director of Solid Waste
Tim Brownell, Incoming Director of Solid Waste

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Declaring a Sole Source *
Procurement for Consultant Services for Phase II * RESOLUTION NO. 2023-038
of the Solid Waste Management Facility Siting *
Project

WHEREAS, ORS 279A and applicable contracting rules in Deschutes County Code generally require that contracts for public improvements be let to the lowest bidder; and

WHEREAS, Deschutes County has adopted the Model Rules of Public Contracting, including applicable provisions in OAR 137; and

WHEREAS, the Board of County Commissioners is designated as Deschutes County’s Local Public Contract Review Board; and

WHEREAS, OAR 137-047-0275 authorizes the Local Public Contract Review Board to award a contract for goods or services without competition when it determines in writing that the goods or services, or class of goods or services, are available from only one source; and

WHEREAS, based on the findings in Exhibit A, attached and incorporated by reference, the Local Public Contract Review Board finds that the goods/services for Phase II of the Solid Waste Management Facility Siting Project is available in Oregon only from Parametrix, Inc.; and

WHEREAS, pursuant to OAR 137-047-0275, public notice of intent to award sole source contract was published in the Bulletin Newspaper on 6/3/2023 through 6/10/2023 (Affidavit of Publication attached as Exhibit B) and no protests have been received; and

WHEREAS, because only one source is available within Oregon to provide the necessary goods/services, the Board of County Commissioners intends to award the contract; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, acting in its capacity as the Local Public Contracting Review Board, as follows:

Section 1. The Board adopts the findings in Exhibit A and authorizes awarding of the sole source contract to Parametrix, Inc.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Dated this _____ of _____, 2023

TONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

**BOARD OF COUNTY COMMISSIONERS FOR DESCHUTES COUNTY, OREGON,
IN ITS CAPACITY AS THE COUNTY'S LOCAL PUBLIC CONTRACT REVIEW BOARD**

AGENDA ITEM:

Award of contract for goods and services without competition, as a sole-source procurement, pursuant to ORS 279B.075, OAR 137 and Deschutes County Code 2.37.

FINDINGS IN SUPPORT OF PROPOSED ACTION:

1. The Solid Waste Department has completed Phase I of the Solid Waste Facility Siting effort with Parametrix, Inc. providing consultant services to develop siting criteria, develop and implement publicity and public outreach components, performed a County-wide evaluation to identify candidate sites, and conduct broad and focused site screening to develop a short list of candidate sites. Through this work Parametrix has developed intimate familiarity with the challenges the siting the facility in Deschutes County.
2. Knott Landfill is projected to reach capacity in November, 2029 and time is of the essence in continuing the site screening process to select, acquire land use authorization, DEQ permits and construct facilities within this timeline.
3. Parametrix, the consultant for the Phase I Solid Waste Management Facility Siting Project was initially retained through a rigorous and competitive procurement process which included solicitation of Requests for Qualifications, interviews and presentations, culminating in a final Request for Proposals process.
4. Performing a solicitation for the Phase II project will require several months for the preparation and issuance of a Request for Proposals as well as the screening and selection process. The successful siting of a new facility is already in a tight timeline and continuing with the momentum of the Phase I process is integral to keeping the process on schedule.
5. The time required for an alternate consultant team to come up to speed with the work that has been performed to date will extend the schedule for the completion of Phase II.
6. The Parametrix team has detailed familiarity with the sites selected to date and the unique challenges the project poses.
7. The Parametrix team has interfaced with a number of regulatory and land use authorities during the Phase I project, developing working relationships with these agencies.
8. Parametrix has been an integral part of the siting team, meeting and working with the Solid Waste Department and the Solid Waste Advisory Committee for the past 16 months.

Affidavit of Publication

STATE OF OREGON, COUNTY OF DESCHUTES

I, Julius Black, a citizen of the United State and a resident of the county aforesaid; I am over the age of eighteen years, and not part to or interested in the above-entitled matter. I am the principal clerk of the printer of

The Bulletin

P.O. BOX 6020, BEND, OR 97708

a daily newspaper of general circulation, published in the aforesaid county and state as defined by ORS 192.010 and ORS 192.020, that

Acct Name: DESCHUTES COUNTY SOLID WASTE

PO Number:

Legal Description: PUBLIC NOTICE NOTICE OF INTENT TO AWARD SOLE SOURCE CONTRACT DESCHUTES COUNTY INTENDS ENTER INTO AN AGREEMENT FOR CONSULTANT SERVICES WHICH HAS BEEN DETERMINED TO QUALIFY AS A "SOLE SOURCE" PURCHASE

a printed copy of which is hereto affixed was published in each regular and entire issue of the said newspaper and not in any supplement thereof on the following dates to wit:

6/03/23, 6/04/23, 6/06/23, 6/07/23, 6/08/23, 6/09/23, 6/10/23

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature

Dated at Bend, Oregon, this 10th day of June, 2023

AdName: 382871

State of Oregon, County of Deschutes

Subscribed and Sworn to before me this 10th day of June, 2023 by



Notary Public for Oregon



<p>No. _____ in the _____ Court of the</p> <p>STATE OF OREGON for the COUNTY OF DESCHUTES</p>	
<p>AFFIDAVIT OF PUBLICATION</p> <p>Filed. _____ _____ By _____ From the office of _____ Attorney for _____</p>	

PUBLIC NOTICE

Notice of Intent to Award Sole Source Contract

Deschutes County intends enter into an agreement for consultant services which has been determined to qualify as a "Sole Source" purchase made in accordance with ORS 279B, OAR 137-047 and DCC 2.37. The purpose of this Notice of Intent to Award is to publically announce the County's intent to award a sole source contract for Phase II of the Landfill Siting Consultant Services Project. The proposal price is: \$799,220.

Any Contractor who does not agree that the specified consultant services is available only from Parametrix, Inc. the only consultants qualified to provide and complete the services within the specified timeline and budget - determined to be the sole source - may protest the Notice of Intent to Award by contacting the Deschutes County Board of Commissioners at 1300 NW Wall Street, Bend, OR 97703, within seven (7) days after the publication date of this Notice. Your protest must be in writing and describe the basis for the protest.

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2023-596**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Solid Waste Department (County) and Parametrix, Inc. (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2023 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on June 30, 2024, whichever date occurs first. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 719 2nd Avenue, Suite 200, Seattle, WA 98104


Federal Tax ID# or Social Security #: 91-0914810

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.



Signature
Darby Watson

Name (please print)

Senior Vice President

Title
June 13, 2023

Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2023

Dated this _____ of _____, 2023

TIM BROWNELL, Director of Solid Waste

ANTHONY DeBONE, Chair, County Commissioner

PATTI ADAIR, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.

3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County’s delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, “Claim”) between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract 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 Contract so executed shall constitute an original.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Dwight Miller
Principal Consultant
719 2nd Avenue, Suite 200
Seattle, WA 98104
Fax No. 855-542-6353

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract 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.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

**EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE**

1. Contractor shall perform the following work:

- a. Furnish Landfill Siting Consultant Services in accordance with the following documents attached hereto and made part of this Contract by this reference:
 - 1) Parametrix, Inc. SWMF Siting Consultant Services Phase 2 – Final SWMF Site Evaluation Scope of Work and Fee Proposal dated May, 2023.

2. Consideration.

- a. County shall pay Contractor on a fee-for-service basis in accordance with the Parametrix, Inc. SWMF Siting Consultant Services Phase 2 – Final SWMF Site Evaluation Scope of Work and Fee Proposal dated May, 2023.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES **NO** [Check one]

3. The maximum compensation.

- a. The maximum compensation under this contract, including allowable expenses, is \$799,220.00.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

4. Schedule of Performance or Delivery.

- a. County’s obligation to pay depends upon Contractor’s delivery or performance in accordance with the following schedule: Submittal of monthly progress invoices based on the hours of work completed for each task in accordance with the rates and pricing presented in the Parametrix, Inc. SWMF Siting Consultant Services Phase 2 – Final SWMF Site Evaluation Scope of Work and Fee Proposal dated May, 2023.
- b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor: Parametrix, Inc.

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:
 Per Occurrence
 \$500,000
 \$1,000,000
 \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date



CERTIFICATE OF LIABILITY INSURANCE

06/28/2023 Item #9.

10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 PARAINC-01	CONTACT NAME: Jennifer Aguirre PHONE (A/C. No. Ext): (510) 465-3090 FAX (A/C. No):	
	E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com	
INSURER(S) AFFORDING COVERAGE		
INSURER A: Valley Forge Insurance Company	20508	
INSURER B: Continental Insurance Company	35289	
INSURER C: XL Specialty Insurance Company	37885	
INSURER D: National Fire Insurance of Hartford	20478	
INSURER E: Continental Casualty Company	20443	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 204983166 **REVISION NUMBER:**

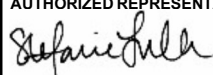
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6050531433	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6050531383 6050531402	11/1/2022 11/1/2022	11/1/2023 11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made Pollution Liability Included			DPR5003740	11/1/2022	11/1/2023	Per Claim \$2,000,000 Annual Aggregate \$2,000,000 Retroactive Date 01/01/1969

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
Project Number/Name: #273-2509-807 (Deschutes County Contract No. 2021-906) / Landfill Siting Consultant Services --

Deschutes County, its officers, agents, employees, and volunteers are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement. General Liability is Primary/Non-Contributory and severability of interests per policy form wording. Insurance coverage includes waiver of subrogation per attached.

CERTIFICATE HOLDER **CANCELLATION 30 Day Notice of Cancellation**

Deschutes County Department of Solid Waste Attn: Chad Centola 61050 SE 27th Street Bend OR 97702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 15

1002000666050531366448





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 15



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

1002000666050313664450





CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

06/28/2023 Item #9.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997) Policy No: WC 6 50531383 Policy
Endorsement Effective Date: Endorsement Expiration Date:
Endorsement No: 2; Page: 1 of 1
Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature Senior Vice President June 13, 2023
Title Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

- If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
- Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
- All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

___ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.

___ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

___ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

___ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.

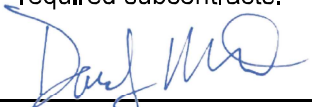
___ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature _____
Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.



Contractor Signature

June 13, 2023

Date

**EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
Expense Reimbursement

- 1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
- 2. Approved reimbursements:**
- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

c. Lodging.

1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.

2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-596
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

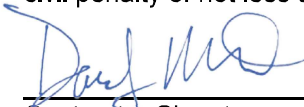
Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.

2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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.
 - a. If any funds other than federally 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 of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. 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.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.

3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that 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 failure.



Contractor Signature

June 13, 2023

Date

SCOPE OF WORK

Deschutes County SWMF Siting Consultant Services Phase 2 – Final SWMF Site Evaluation

OVERVIEW

The Deschutes County Solid Waste (DCSW) Department has requested a proposal from the Parametrix consultant team for Final Solid Waste Management Facility (SWMF) Site Evaluations. The Parametrix consultant team will research critical issues to confirm the feasibility of future landfill and associated facilities development and to further compare candidate sites. The ultimate objective of the Final SWMF Site Evaluation is to provide Deschutes County with the critical information necessary to select a preferred site to acquire, permit, and develop to serve as the new Deschutes County SWMF, which will include a municipal solid waste (MSW) landfill.

SCOPE OF WORK OUTLINE

Details for the following tasks are provided below:

- Task 1 – Project Management
- Task 2 – Document Management and Preparation
- Task 3 – Communications and Outreach
- Task 4 – Moon Pit Site Evaluation
- Task 5 – Roth East Site Evaluation

TASK 1 – PROJECT MANAGEMENT

Throughout the course of the contract, Parametrix will provide effective project management and coordination to execute the scope of work within budget and schedule, meeting the County's expectations for content and quality.

Project management activities will include:

- Developing a project schedule
- Identifying and tracking of milestones
- Developing an internal project management plan, including a quality control plan
- Managing project activities
- Preparing monthly invoices accompanied by a project status report
- Administering subconsultant agreements
- Participating in bi-weekly progress meetings with DCSW
- Coordinating, scheduling, and participating in project meetings, including preparing meeting notes

Invoices and project status reports will include:

- Itemization of costs by task
- Budget status by task
- Estimate of percent complete by task
- Backup information for invoiced costs

Project management is anticipated to occur from June 2023 - June 2024.

Deliverables

The following deliverables will be prepared for this task:

- Monthly invoice and status reports (pdf)
- Project meeting notes (pdf)
- Periodic schedule updates (MS Project or pdf)

TASK 2 – DOCUMENT MANAGEMENT AND PREPARATION

While discipline-specific documents will be developed by discipline leads under their subtask, this task is intended for overall document management, assembly of the Final SWMF Site Evaluation Report (draft and final), technical editing, and quality assurance oversight. All documents will be provided to the County electronically in MS Word (draft) or pdf (final) format. Parametrix will coordinate document reviews with the County and prepare final documents from the County’s consolidated comments.

Individual reports or memoranda will be prepared by each of the subtask leads to document their findings with respect their area of study. These separate documents will be reviewed by Parametrix and DCSW and updated in response to review comments.

Parametrix will then incorporate these subtask reports/memoranda into a cohesive Final SWMF Site Evaluation Report (draft) as narrative sections and/or appendices. The Final SWMF Site Evaluation Report will address the topics outlined by the Oregon Department of Environmental Quality (DEQ) for Section 1 and Section 2 of the Site Characterization Report. Below is a summary of topics covered under these sections:

- Section 1: Location Restrictions
 - Airport Safety
 - Floodplains
 - Wetlands
 - Fault Areas
 - Seismic Impact Zones
 - Unstable Areas
 - Critical Habitat
 - Sensitive Hydrogeologic Environments

SCOPE OF WORK (continued)

- Section 2: Phase 1 Landfill Site Characterization
 - Existing Conditions
 - Climate/Meteorology
 - Hydrology
 - Water Balance
 - Water Use Inventory
 - Geology and Hydrogeology Investigation
 - Phase II Workplan

This guidance from DEQ identifies the scope of investigations necessary to comply with the solid waste rules and provide DEQ with sufficient data to evaluate the permit application or other submittals. In addition to these topics other topics will be studied and documented, which factor into the County’s selection of the preferred SWMF/landfill site (i.e., land use permitting, concept designs, cost estimates, community concerns, infrastructure assessments, etc.). As a result, the Final SWMF Site Evaluation Report will meet and exceed the requirements for Phase 1 Site Characterization, which will later be reviewed by DEQ as a part of the full Site characterization report required to permit the landfill at the selected SWMF site.

A draft copy of the Final SWMF Site Evaluation Report will be provided to DCSW for review and comment. Parametrix will update and finalize the Final SWMF Site Evaluation Report.

Deliverables

The following deliverables will be prepared for this task:

- Individual memoranda/reports by subtask
- Final site evaluation report (draft)
- Final site evaluation report (final)
- Information transfer and summary

TASK 3 – COMMUNICATIONS AND OUTREACH

Parametrix and Consor (subconsultant) will build on Phase 1 project informational materials to support Phase 2 public engagement. Task activities are described below:

- Update project fact sheets, FAQs, and other informational materials at regular intervals as necessary.
- Update project story map to reflect real time project updates.
- Prepare outreach and briefing packet to support project team during presentations, stakeholder outreach meetings, and other engagement opportunities.
- Prepare e-news update for distribution by County.
- Support preparation for two project “Town Halls”/“Open Houses”.
- At the direction of the County, conduct direct outreach and engagement to adjacent neighbors, interested parties, and stakeholder groups.
- Conduct direct outreach presentations with stakeholders and/or stakeholder groups.

SCOPE OF WORK (continued)

- Participate in bi-weekly project management team meetings to provide community engagement project management support.

The consultant team will provide support to the Solid Waste Advisory Committee:

- Provide facilitation and presentation support.
- Prepare agendas and draft meeting minutes.

Deliverables

The following deliverables will be prepared for this task:

- Updated fact sheets, FAQs, and story map
- Direct outreach and summaries of each
- Town hall/open house presentation materials, and summary of meeting results/comments (assumes County takes care of venue, food, promotion, administrative support).
- E-news and interested parties list email updates

Assumptions

The following assumptions apply to this task:

- There will be three updates of fact sheets, FAQs, and other informational materials during duration of project.
- There will be four story map updates.
- Parametrix will provide GIS mapping support.
- There will be four renditions of briefing and outreach materials.
- There will be four editions/revisions for the e-news updates for use.
- Thirty hours have been allocated for direct outreach presentations.
- The consultant team will participate in ten 1-hour SWAC meetings.
- The bi-weekly project management teams meetings will be 2 hours each.

TASK 4 – MOON PIT SITE EVALUATION

The consultant team will accomplish Subtasks 1 – 14 described below with respect to the Moon Pit Site.

TASK 5 – ROTH EAST SITE EVALUATION

The consultant team will accomplish Subtasks 1 – 14 described below with respect to the Roth East Site.

FINAL LANDFILL SITE EVALUATION SUBTASKS INCLUDED UNDER TASKS 4 AND 5

Subtask 1 – Conceptual Master Plan and Preliminary Engineering

The consultant team will develop a conceptual master plan for each site to determine if the site can accommodate DCSW development requirements and will identify any opportunities or constraints that have the potential to influence project timeline or cost. To facilitate conceptual master plan layouts and landfill grading

SCOPE OF WORK (continued)

designs, Parametrix survey staff will gather surface elevation data via aerial drone photogrammetry at each candidate site.

The conceptual master plan will reflect the findings of other due diligence information, requirements, regulations, and code relevant to the location of the project. All site data captured in the course of the final SWMF site evaluation that can be presented in a geographical manner will be included within the conceptual master plan section of the Final SWMF Site Evaluation Report.

The conceptual master site plan will show the locations of the landfill cells, associated facilities, utilities, sensitive areas and buffers; any land-use code assumptions and constraints with potential impacts on the site; and any public improvements that will be required for land use approval and the solid waste permit application. The conceptual master plan and conceptual grading plan will be issued in AutoCAD and pdf format.

Deliverables

The following deliverables will be prepared for this task:

- Conceptual master plan, including buildings, landfill cells, leachate ponds, landfill gas system(s), road layout/vehicular access, loading and parking areas, an area set aside for non-landfill solid waste related activities (recycling, composting, materials processing), protected habitats delineation and property buffers. The conceptual master plan will be annotated with a brief description of the master plan options highlighting development challenges and/or opportunities as identified throughout the final SWMF site evaluation.
- Conceptual grading plan showing landfill cells and grading implications around the site (existing ground drainage patterns, ponds, and retaining walls), identifying site grading issues based on the topographical and geotechnical analysis completed and the potential development constraints. Landfill capacity estimates will be provided.
- 3D renderings illustrating the proposed landfill cell excavation(s) and finished surface grading upon closure of all cells, including aerial imagery, topography, and nearby surroundings from a variety of viewpoints.

Subtask 2 – Capital and Operational Cost Analysis

The consultant team shall prepare itemized cost estimates for the capital and operational costs of a new landfill at each candidate SWMF site. Cost estimates will be prepared to Class 4 standards for feasibility studies per American Association of Cost Engineering (AACE) guidance documents, by which a cost accuracy range of -30% to +50% is assumed and presented. The opinion of probable cost will combine anticipated cost items identified under separate subtasks and will be supplemented with additional cost items, contingencies, and allowances necessary to be comprehensive and reasonably accurate for the level of information developed. Capital and operational cost analysis is anticipated to include:

- Capacity and projected life
- Population to be served
- Accepted and prohibited wastes
- Rate of waste disposal
- Mineral resources
- Initial development costs

SCOPE OF WORK (continued)

- Refuse cell construction
- Description of operation
- Daily and intermediate cover
- Landfill closure
- DEQ permit fee(s)
- Summary of cost analysis

Deliverables

The following deliverables will be prepared for this task:

- Capital cost estimates table with supporting information, for inclusion in report(s)
- Operational cost estimates table with supporting information, for inclusion in report(s)

Subtask 3 – Site Development and Permitting Assessment

The consultant team will research critical site development, permitting, and infrastructure issues to inform the eventual land use and solid waste permitting effort and coordinate with other deliverables. This work will include the items below.

Zoning and Land Use

- Identify development or zoning restrictions that may impact landfill and associated facilities development and requirements for zone changes or conditional use permits. Identify the process for obtaining any zone changes or conditional use permits, including application process, and whether the process is discretionary, open for public comment, or strictly administrative.
- Evaluate natural hazard or adjacency exposures and identify:
 - Credible worst-case scenario(s) which pose a risk to personnel safety/health and/or result in a disruption to landfill development or operations, and
 - Regulatory code requirements (such as seismic) that DCSW must comply with relative to local hazards.
 - Where appropriate, a map with all hazards labeled and their exposure pathways indicated.
- Describe and prepare a map depicting areas within and surrounding the site that may have natural, ecological, archaeological, cultural, or historic significance and, if within the site boundary, a calculation of the area impacted. In addition, the description will indicate the distance to any landmarks or areas of natural, ecological, archaeological, cultural, or historic significance near the site, or within which the site sits.
- Determine noise limits, standards, and relevant guidelines for the site and proposed use. Based on these, and the orientation of landfill facilities in the conceptual master plan, the consultant team will determine whether sound and vibration will cause permitting difficulties. Determination will consist of:
 - Review of national, regional, and local planning policy and guidance, as well as specific Deschutes County requirements for noise.
 - Identification of nearby sensitive receptors that may be affected by noise from proposed landfill.

SCOPE OF WORK (continued)

- Assessment of the potential for existing facilities in the vicinity of the site to contribute to elevated noise levels.
- Qualitative assessment of noise resulting from landfill operations.
- Identification of key compliance risks and constraints with the day- and night-time noise thresholds.

Variances and Encumbrances

- Identify any granted variances or received development entitlements for the site.
- Review and detail any existing encumbrances on the site, including easements, wayleaves, licenses, development restrictions, development covenants, homeowners' association documents/CC&Rs, leases, and any constraints the foregoing encumbrances may pose on DCSW development plans, project schedule, and operations.

Permissions and Permitting

- Identify documentation requirements, submittal process, review/public comment process, site development fees, and other information required to produce a complete package for jurisdictional submittal, review, approval, and permit issuance in a timely manner.
- Clearly indicate estimated time- scales and durations for all steps in the submittal process to allow 1) construction commencement (including the potential for early works), and 2) operations commencement.
- Complete list of permits and agency reviews/approvals required for development of a new SWMF and associated facilities in Deschutes County. Identify required permits (including solid waste permit, construction requirements, planning and environmental authorizations, licenses, or permits necessary for the construction and operation of a landfill) and the time necessary to prepare the relevant applications and receive the permits (including any mandatory or discretionary public comment periods).
- Call out risks as well as opportunities to accelerate, including any anticipated or likely changes to the permitting processes or the risk of judicial review/injunctions. Detail where there is a risk of judicial review/injunction/appeal, the potential impacts and the possible delays.
- Provide strategic permitting advice for development at the site, i.e. land use approvals, as well as advice on the best route to achieve development consent on the site.
- Identify potential planning conditions and obligations that may be imposed based on the nature and scale of the project and the location of the subject parcel(s) and its environs.
- Summarize adjacent landowner information (including any proposed development/redevelopment plans).
- Identify projects already under review by planning authorities that could impact this project, including in relation to cumulative impacts and the risk of compulsory acquisition of the site.
- Identify details of any previous projects or development plans that the current site seller/lessor has engaged with state or local agencies on.

Early Engagement

- Commence early engagement with the Deschutes County Planning Department and Oregon DEQ. Topics and information gathered will include, but are not limited to:
 - Current zoning information, zoning map, and identification of any anticipated changes that could impact site development
 - Plans for rezoning that could impact the project.
 - Any standards, regulations, legislation, or policies applicable to landfills
 - Site development fees
 - Legal description of land, including any land registry details
 - The potential planning conditions, obligations, permits, documentation, submittal process, etc. to serve the site, addressing all of the points in this section.
- Include minutes/notes of meetings and correspondence with agencies as an appendix and summarized within the main section of the report described in Deliverables below.
- Provide contact information for all agencies, statutory consultees, or consenting/permitting stakeholders, including irrigation districts and utility providers that DCSW will need to engage with during the permitting and development of the site.

Deliverables

The consultant team will prepare a report that addresses the scope defined above and includes:

- A summary of all collected information and findings. Emphasize potential site or infrastructure issues that could affect the ability to develop the site or impact project cost and/or timeline, including a description of potential mitigations and requirements to enable development.
- A detailed account of the permits required for development, documentation requirements, submittal process, projected permitting timelines (including alternative permitting pathways), estimated site development fees, and other information required to produce a complete package for jurisdictional submittal, review, approval, and permit issuance in a timely manner.
- Permitting timelines, depicted in a Gantt-style chart graphically showing duration, overlaps, and identifying the critical path. Critical milestones are construction commencement and operation commencement. Identify dependencies, opportunities to accelerate, risks to permitting timelines, and opportunities to stagger tasks to accelerate dependent tasks and prepare in MS Project.
- Identify long-lead permitting tasks (e.g. land use review/approvals, supporting documentation, long-term testing, and complex permitting document preparation).
- Provide strategic permitting advice for development at the site, i.e., advice on the best route to achieve consent on the site.

Subtask 4 – Transportation System Assessment

The consultant team will prepare a traffic impact study to evaluate the proposed development’s potential impact on local traffic conditions surrounding the site and to support subsequent permit documentation. The study will

SCOPE OF WORK (continued)

include appraisal of the existing transportation network and traffic conditions in comparison to projected traffic conditions at full buildout. This study will include:

- Documentation of the existing transportation network and the determination whether the proposed development will trigger agency-required offsite roadway improvements or site investigations/mitigations, and if so, the extent of the required improvements, associated timelines/costs, and who will be responsible for their provision. Based on initial trip generation estimates to and from the site, it is expected that a site traffic report (STR) will be required consistent with Deschutes County Code 18.116.310 requirements.
- A review of potential access points for the site, whether public or private. Where access is via private roads, the consultant team will provide details of road ownership.
- An account of the location, capacity, and ability of the existing transportation infrastructure to serve the site. No traffic count data collection is included in this scope of work.
- The consultant team will identify potential constraints on access to the site by DCSW, employees, franchise haulers, transfer trucks, suppliers, construction contractors, etc., due to limiting factors such as inadequate driveway geometry, blind turns, low clearance bridges, etc.
- The consultant team will provide mapping illustrating the access options to the site, and possible constraints along each route.
- The consultant team will specify, where possible, if any mitigation measures are likely to be warranted to demonstrate compliance to local authority guidelines for planning purposes and to limit impacts of traffic conditions to the surrounding community and existing transportation system.
- Additionally, the consultant team will determine if the proposed development will trigger agency-required committed offsite roadway improvements, and if so, the extent of the required improvements.
- The consultant team’s analysis will include a breakdown of estimated near-term and long-term traffic counts, consisting primarily of haul trucks and landfill operations staff, based on information provided by DCSW.

Deliverables

The consultant team will provide a written report, which will present findings and specify any mitigation measures recommended and/or required.

Subtask 5 – Water Infrastructure Assessment

The consultant team will research and evaluate issues and develop an initial high-level planning cost estimate associated with developing and establishing a water supply source for a future landfill facility at sites selected for the final site evaluation. The consultant team will:

- Evaluate and assess the site with respect to Deschutes Basin mitigation zones of impact.
- Evaluate the site with respect to Deschutes Basin groundwater mitigation program.
- Review site with OWRD groundwater information system mapping tool concern ratings.
- Review available well yield data for the site area.
- Further refine future landfill water supply requirements/needs.
- Review water rights permitting issues.

SCOPE OF WORK (continued)

- Complete preliminary well design.
- Review water supply well placement criteria (OAR 690-210-0030).

Deliverable

The consultant team will provide a technical memorandum presenting a water infrastructure assessment for each finalist SWMF site.

Assumptions

Sites selected for the final SWMF site evaluation are remote and not serviced by an existing water purveyor. It is therefore anticipated that the future landfill facility will obtain required water needs through establishment and operation of a groundwater supply well(s). Determination of future landfill facility water requirements will be provided by others. Ideally, facility water demands can be met with one well. However, it is possible that groundwater-bearing zones at a selected site may have yields such that more than one well would be required. It is also anticipated that there are potential restrictions that may result in making a water rights difficult to obtain and require mitigation. The water infrastructure assessment will not examine water conveyance systems, disposal options of wastewater, or stormwater management.

Subtask 6 – Electrical Power Supply Review

The consultant team will:

- Summarize estimated power demands for landfill facilities and operations.
- Identify the power company with territory applicable to the site and potential points of connection.
- Coordinate with the power company to confirm that an adequate power supply can be made available to the site and the required infrastructure is in place (powerline extensions, transformer, meter, substation upgrades, etc., as applicable).
- Request a cost estimate from the power company for a new electrical service to the site.
- Summarize findings in a memorandum, to be incorporated into the final SWMF site evaluation.

Subtask 7 – Flood Risk Desktop Review

The flood risk desktop review will be managed by an experienced hydraulic engineer licensed and credentialed in the applicable jurisdiction. The purpose of the flood risk desktop review is to provide an evaluation of the risk of primary and secondary flood effects to landfill facilities, power, water, and networking utilities, as well as site access and anything that could affect its operations. For the flood risk desktop review, the consultant team will:

- Identify the magnitude and likelihood of a flood event that has the potential to impact the site
- Identify existing and preliminary mapped floodplains and floodways within and adjacent to the site.
- Outline prioritized mitigation approaches to minimize risk to the site.
- Include the identification and mapping of each supply path for each critical supply system to the site. The review will determine the extent of flooding required to impact site accessibility and critical supply delivery system and quantification of the likelihood of occurrence.
- Map flood zones 1:500 and 1:100 (0.2% and 1% Annual Exceedance Probability [AEP] flood) within a 3-mile radius of the site.
- Consider fluvial flooding, flash flooding, pluvial flooding, and ground water flooding.

SCOPE OF WORK (continued)

- Describe specific county or state requirements for flood risk assessment criteria, for approval purposes.
- Qualitatively identify the anticipated changes in terms of flooding as a result of climate change at the 2050 and 2100 horizons.

Deliverables

The consultant team will deliver a written report with the flood risk desktop review results and identify whether further studies are necessary.

Subtask 8 – Geology/Hydrogeology Assessment

The consultant team will research and evaluate available studies and data to develop a geologic framework of each site. The assessment will include the critical hydrogeologic properties that may affect a future landfill facility at sites selected for Final SWMF Site Evaluations. Under this subtask, the consultant team will:

- Review United State Geological Survey (USGS), Oregon Department of Geology and Mineral Industries (DOGAMI), and OWRD reports for data that may be relevant to each site.
- Visit each site to verify ground surface conditions and locations of nearby water wells used in the hydrogeologic evaluation.
- Based on available data, characterize groundwater conditions including depth to groundwater and probable flow direction.
- For sites with a functional on-site water supply well(s), sample and analyze water from the well(s) for a select suite of landfill parameters.
- Assist the geotechnical investigations (see Subtask 9) to field-screen soil samples for contaminants (gases and/or volatile organic compounds) and gather appropriate geologic information.
- Correlate well logs with on-site geotechnical boring logs and geophysical surveys.
- Evaluate sites for hydrogeologic criteria that would restrict uses as a landfill (OAR 340-94-0040).

Deliverable

The consultant team will deliver a technical memorandum presenting a summary of subsurface soil, rock, and groundwater conditions based on review of existing information, site reconnaissance, and subsurface exploration for each selected site.

Assumptions

Final candidate SWMF sites are in rural areas with limited information that will likely provide for only a regional characterization of geologic and hydrogeologic properties. To obtain site specific data, a subsurface investigation of the upper geologic units will be performed in conjunction with geotechnical borings to minimize investigation expenditures.

Subtask 9 – Geotechnical Investigations

The previous iterations of the site selection process were completed as a desktop GIS study using scoring criteria to narrow site selection down to two potential properties summarized in Table 1. There are many unknowns about the subsurface conditions as well as the viability of land acquisition for the final sites that may influence the final selection. As such, the consultant team plans a phased approach to provide preliminary geotechnical data for each of the sites to be compiled in individual geotechnical feasibility reports.

SCOPE OF WORK (continued)

Table 1. Potential Sites

Site Name	Site ID	Total Acreage
Moon Pit	191400-200	~380
Roth East	201500-301	~300

From a geotechnical standpoint, these sites are significantly different with respect to surface conditions, subsurface conditions, and existing information. As a result, the approaches and costs to complete the Phase 1 geotechnical feasibility study also differ for each site and are presented separately. Note that details to be included in the report of findings for each site will be similar.

The first phase (under this contract) will include a preliminary and limited geotechnical assessment of each site to be costed individually. The second phase (under future contract) will include a robust geotechnical evaluation to be completed with a thorough subsurface investigation program. The results of the first phase will be used to help guide the exploration program of the second phase.

The selected sites identified for “Focused Site Screening” are located partially or entirely in DOGAMI geohazard polygons including liquefaction susceptibility, landslide susceptibility, and within nearby proximity of faults identified within the USGS Quaternary faults and fold database.

Moon Pit Site – Preliminary Geotechnical Assessment

A preliminary geotechnical assessment will be completed using limited site exploration to provide a baseline summarizing the findings in a preliminary geotechnical feasibility report. The site is currently in use as an active aggregate mine and existing documents regarding the site geology, material quality, and other geotechnical information will be reviewed and considered in the analysis. Existing conditions will be evaluated based on a thorough geologic reconnaissance taking advantage of the many exposures to estimate geologic conditions that could influence site development. These tasks will be conducted under the supervision of a certified engineering geologist (CEG) and geotechnical engineer (GE) licensed in the state of Oregon.

The preliminary geotechnical assessment for the Moon Pit site will include the following tasks and deliverables:

- Desktop study and document review
- Onsite geologic reconnaissance
- Estimated soil thickness, soil types, and variations in depth to rock
- Summary and interpretation of subsurface conditions
- Summary of regional and site-specific geology
- Summary of slope conditions
- Discussion of regional seismicity and fault hazards
- Site geohazard limitations
- Evaluation of design alternatives
- Potential construction considerations and limitations
- Photo documentation of current site conditions

Roth East Site - Preliminary Geotechnical Assessment

A preliminary geotechnical assessment will be completed using limited site exploration to provide a baseline summarizing the findings in preliminary geotechnical feasibility report. In contrast with Moon Pit, existing site-specific documents are unlikely to be available. As a result, the evaluation will begin with a desktop review of public information followed by a site geologic reconnaissance, geophysical exploration, and optional drilling exploration. These tasks will be conducted under the supervision of a certified engineering geologist (CEG) and geotechnical engineer (GE) licensed in the state of Oregon.

The preliminary geotechnical assessment for the Roth East site will include the following tasks and deliverables:

- Desk Study and document review
- Onsite geologic reconnaissance
- Geophysical exploration
- Estimated soil thickness, soil types and variations in depth to rock
- Summary and interpretation of subsurface conditions
- Summary of regional and site-specific geology
- Summary of slope conditions
- Discussion of regional seismicity and fault hazards
- Site geohazard limitations
- Evaluating design alternatives
- Potential construction considerations and limitations
- Photo documentation of current site conditions

Optional Subsurface Exploration

An optional subsurface investigation is included with this evaluation of the Roth East site. This investigation will be conducted following completion of the site reconnaissance geophysical investigation. A total of 3 borings up to 150 feet in depth will be advanced as part of this program. Borehole locations and depths will be targeted based on the site reconnaissance and geophysical results. The findings of this subsurface investigation will be incorporated into the preliminary geotechnical feasibility report.

Subtask 10 – Environmental Assessment Phase I

The consultant team will prepare an Environmental Site Assessment (ESA) of the site. The ESA will be performed to the standards of the ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, or to a standard meeting local agency requirements, whichever is the highest standard.

Where the ASTM standard is not appropriate for an environmental assessment, the consultant team will notify DCSW in advance of the standard meeting local agency requirements (the “Accepted Standard”). Any use of an Accepted Standard rather than the ASTM standard will be pre-approved by DCSW. Any use of an Accepted Standard rather than ASTM Standard will be identified in reports provided to DCSW.

The consultant team will expressly state that it authorizes Deschutes County, its affiliates, lenders, developers, contractors, successors, and assigns (collectively, the “Relying Parties”) to rely on any environmental assessment

SCOPE OF WORK (continued)

prepared by the consultant team as fully and completely as if the environmental assessment had been prepared for and was addressed to any of the Relying Parties.

For environmental assessments in the United States, the consultant team will place the following statements in the environmental assessments document and sign the document:

“[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR §312.10.”

“[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, we] have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Without limiting any of the foregoing, the Phase I environmental assessment will include the following tasks:

- Identify the site and the current land use of the site, adjacent to and in the vicinity of the site and reasonably known future developments adjacent to and in the vicinity of the site.
- Review readily accessible information regarding the topography, soils, geology, and groundwater flow directions near the site.
- Review content and accuracy of reasonably ascertainable and reviewable regulatory information published by state, local, indigenous, health, and environmental agencies pertaining to the site and vicinity.
- Review readily accessible files from regulatory agencies for any site, or area near the site, identified as having released (or having the potential to release) hazardous constituents into the environment and determination whether the releases could impact the site.
- Review historical data sources for the site and vicinity, including aerial photographs, development permits and permissions, topographic maps, fire insurance maps, city directories, site investigation reports, contamination remediation reports, unexploded ordinance and other readily available development data.
- Conduct a site inspection and environmental review of the site, including a visual inspection of the site and adjacent properties with a focus on indications of hazardous substances, including petroleum products, polychlorinated biphenyls (PCBs), asbestos, wells, storage tanks (above and below ground), solid waste disposal pits and sumps, and utilities, etc.
- Interview the existing property owner and people with knowledge of the development history of the site and the vicinity.

ASTM E1527-21 outlines a non-exhaustive list of “non-scope considerations”. For each ESA, the consultant team will proactively check and confirm with DCSW the list of topics that the consultant team will address. The inclusion of any of these additional topics will increase scope and fee for the environmental site assessment beyond what is presented in this scope of work, depending on the additional requirements. For example, topics may include but are not limited to:

- Asbestos
- Building materials containing asbestos,.
- Building materials containing artificial mineral fiber
- Building materials containing polycyclic aromatic hydrocarbons
- Building materials containing PCBs
- Other relevant building contaminants depending on age and use of the site

SCOPE OF WORK (continued)

- Biological agents
- Cultural and historic artifacts and resources
- Ecological resources
- Species and habitats assessment (including endangered, threatened, and protected species)
- Health and safety
- Indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment
- Industrial hygiene
- Lead-based paint
- Lead in drinking water
- Mold
- Radon or urea formaldehyde
- Regulatory compliance and certifications
- Wetlands
- Munitions/unexploded ordinance (UXO)
- Non-native/invasive species
- Radioactive materials
- Methane/ground gas
- Environmentally protected areas
- Water supply (potable and non-potable)
- Wastewater disposal
- Land planning
- Noise mapping
- Land designation/use restrictions and zoning
- Climatic effects
- Off-sets
- Sampling

Deliverables

The consultant team will provide a written ASTM E1527-21-compliant report presenting the findings of the scoped information detailed above. The report will include:

- A description of all potential environmental aspects (including specific identification of all Recognized Environmental Conditions (REC) at the site that could hinder the successful, timely construction of a landfill and its subsequent operations. The degree of risk to the project completion will be assessed in tabular format.
- A description of clear mitigation options and actions necessary to allow the successful launch of the landfill. Cost estimates for potential mitigation options including Most Likely Case and Reasonable Worst Case cost estimates will be included where applicable and possible (where there is sufficient data). All assumptions will be outlined and gaps identified.

The consultant team will advise whether additional investigation is required to assess the environmental condition of the property. A detailed scope and schedule for the Environmental Assessment Phase II should be appended to the Environmental Assessment Phase I. Summary information will be included within a site summary matrix.

At the written request of DCSW, the consultant team will provide amended ESAs, providing further information or clarification in relation to any specific topics specified by DCSW. DCSW may seek to have the ESA report refreshed if the period of validity lapses.

Subtask 11 –Weather and Air Quality Desktop Review

The consultant team will:

- Determine the relevant air quality standards (both ‘end of stack’ emission limit values and ambient air quality standards) for the site and intended use.
- Describe air quality and emissions control legislation as applicable to landfill gas production and destruction via flare(s).
- Investigate, review, and consolidate publicly available weather and air quality data from the past five years (minimum) to inform the design of the landfill.
- Identify any facilities and activities within a 3-mile radius that could impact air quality levels.
- Identify any site as well as any seasonal climatological/meteorological aspects (e.g. annual weather cycles, sand/dust storms, dust devils, etc.) that could impact air quality levels.
- Investigate the following daily average weather data:
 - High and low Temperatures
 - Relative humidity
 - Wind speed and direction
 - Precipitation
 - Lightning susceptibility
- Investigate the following air quality data for the site. The consultant team will advise DCSW whether additional air quality data is required or recommended.
 - Solids
 - PM10 (2.5µm < particle size < 10µm)
 - PM2.5 (particle size < 2.5µm)
 - Liquids
 - Airborne salinity
 - Gases
 - H₂S, SO₂, SO₃, Cl₂, NO_x, NH₃, and O₃

An experienced air quality specialist will review the results of the weather and air quality investigation. The consultant team will make recommendations on whether additional data or studies are required.

Deliverables

The consultant team will summarize weather and air quality data. For each set of weather and air quality data, coordinates of the monitors from which that data were collected will be noted. This review will also summarize, if available, any local, regional, and national air quality policies, position papers, and requirements in relation to landfill development.

The consultant team will provide a commentary on any existing air quality issues and headroom to national/local air quality standards and will advise on whether preliminary generator flue gas modeling is needed and of benefit (depends on the quality of baseline data and the reliability of any basis for assumptions).

If publicly available PM10 and PM2.5 particulate information is limited or unavailable, the consultant team will provide recommendations and a proposal for PM10 and PM2.5 testing.

Key Questions

- What direction are the prevailing winds? How should the landfill site layout account for this?
- What type of air emissions permitting will be required and what is the permitting timeline for obtaining that authorization.
- What are the notable facilities within a 3-mile radius of the site that may negatively impact the air quality at the site?
- What air emission permitting risks have been identified?
- Are there nearby sensitive receptors (e.g. residential neighborhood, schools)? If so, what and how far away?

Subtask 12 – Natural Resources Assessment

The consultant team will conduct an assessment of the general environmental characteristics of the site based on observations during a site visit and readily available data including aerial photography, topographic maps, public GIS information, species or habitat planning documents, and information from agency websites and coordination.

The consultant team will:

- Identify and depict the boundaries of surface waters and potential wetland resources at the site. Identify, but not formally delineate, the approximate boundary of such features on the site, in order to establish potential project effects. The consultant team will use aerial photographs, topographic, and other available inventory data in addition to field observations to map approximate biological resource, wetland, and surface water boundaries and incorporate the information into project base maps.
- Identify local, state, and federal/national threatened, endangered, or otherwise protected species or habitats occurring or potentially occurring at the site, including sage grouse habitat, big game habitat, sensitive bird and mammal habitat, federal and state listed threatened and endangered species, and others. The consultant team will also identify the existence of protected habitats and species within the Area of Influence associated with the development of the site.
- the consultant team will coordinate with Oregon Department of Fish and Wildlife (ODFW) sage grouse biologist to apply the Habitat Quantification Tool (HQT). To do so, ODFW will accompany the consultant team on a site visit to identify and assess the quality of landscape and habitat features for sage grouse. Then, habitat and development parameters will be inserted into the HQT to identify appropriate mitigation options.

Deliverables

The consultant team will prepare a natural resources assessment that compiles and summarizes, in detail, the information described above. The natural resources assessment will include:

- A description of the boundary of designated habitats, surface waters, and potential wetland resources on the site; a calculation of the area of such features within the site boundary; and accompanying graphics.
- A description of the location and boundary of any agency, local, regional, and nationally designated wildlife point locations (nest, important habitat feature, etc.), habitat, designated critical habitat, or

regulated buffers within the site boundary or on property adjacent to the site; a calculation of the area of wildlife habitats within the site boundary; and graphics depicting the same.

- If natural resources including wetlands, waters, species, habitats, or associated regulated buffers are identified and may be impacted by the project, a description of the mitigation or other avoidance and minimization measures for construction and operation that may be required to allow for development of the site and how it will impact the project timeline and costs.
- If applicable, review any potential natural resource-based policies and identify any potential risks to site development or project development costs.
- A conclusion of whether additional investigation or consultation is required and a schedule of natural resource surveying activities and objectives in order to meet expected permitting requirements.

Key Questions

- What are the distances to designated or protected areas, including habitats and surface water features?
- Are there any biological resources or wetland/surface water constraints present on site or within development’s area of influence?
- Are there any specific natural resource permits, authorizations, or approvals required for site development?
- Should impacts to protected biological resources or wetlands and surface waters be identified from preliminary site development planning, what avoidance, minimization, or mitigation measures will allow for site development?

Subtask 13 – Archaeology and Cultural Heritage Assessment

Willamette Cultural Resources Associates, Ltd. (WillametteCRA), will conduct cultural resources reconnaissance survey for the Final SWMF Site Evaluation Report. The cultural resources investigations will include archaeological reconnaissance survey as well as a reconnaissance level Historic Built Environment (HBE) survey, for the finalist sites under consideration for SWMF development.

The project does not currently have a federal nexus, but the selected SWMF site will need to comply with county permitting processes, which require consultation with the Oregon State Historic Preservation Office (SHPO) to ensure history, cultural, or archaeological resources that are important, eligible, or listed in the National Register of Historic Places will not be impacted by the project.

This task will consist of the following activities:

1. Background Research/Permit Application
 - a. Develop written background context statements
 - b. Search records with SHPO to identify and compile previous reports and other records associated with the project location and vicinity for both archaeological and HBE resources.
 - c. Examine historic maps and records to identify past uses of and impacts to project location.
 - d. Conduct focused review of the environmental, Native Peoples, prehistory, and history of the project area.
 - e. Review publicly available documentation pertaining to the historic built environment (books, databases, historic aerial photographs, GIS data, real estate ownership maps, topographic maps).

SCOPE OF WORK (continued)

- 2. Archaeological and HBE Survey Fieldwork
 - a. Archaeological Reconnaissance Survey
 - i. A non-systematic, opportunistic surface inspection of the project area will be conducted in order to
 - (1) Characterize the topography, sediments, and existing disturbances within the parcel that would help inform recommendations for future work if the parcel is selected.
 - (2) Identify areas with higher probability of containing archaeological materials.
 - b. HBE Reconnaissance Survey
 - i. Conduct ground-level reconnaissance survey from public rights-of-way.
 - ii. Photo-document HBE resources present within the project area that are 45 years of age or older and which are clearly visible from the public rights-of-way. Each HBE resource within the public rights-of-way will be geolocated using a GPS transponder, however, the geolocations of HBE resources located on private property will be approximated.

- 2. Reporting
 - a. Results will be presented in a technical memorandum for each parcel.
 - b. The report will provide recommendations for further actions that might be necessary to address state archaeological or historic resource requirements and will delineate areas of potential archaeological sensitivity within the parcel.
 - c. The report is intended for internal planning purposes and will not be sufficient to satisfy project requirements for cultural resources investigations under state and federal regulations.

Assumptions

- All areas of the project parcel are accessible.
- No hazards to crew health and safety are present.
- The parcel to be investigated is a maximum of 600 acres in size.
- Fieldwork would occur under one mobilization.
- No archaeological resources will be formally recorded, although if any are identified during the reconnaissance survey they will be noted and recommendations for further investigation made.
- No more artifacts will be collected.
- Lodging rates are based on GSA rates for Bend, Oregon summer months (June-August).
- The gas rates included in the fee estimate are based on the date of this proposal.
- This scope does not cover subsequent phases of investigation (site boundary delineation, evaluative test excavation, data recovery) that may be determined necessary.
- This scope does not cover additional studies that may be requested by the Tribes.

Subtask 14 - Site-Specific Community Assessment

The consultant team will undertake desktop research and analysis of site stakeholders and public comments received to date to identify views on the proposed landfill development and operation. The assessment will

SCOPE OF WORK (continued)

summarize the possible and likely influence these stakeholders could have on future development or operations as well as recommended communications strategies moving forward. The consultant team will:

- Prepare a risk assessment matrix that will identify site-specific stakeholders in the following categories, using publicly available information:
 - Adjacent Property Owners – stakeholders that inhabit, occupy or use lands or amenities in the immediate vicinity of the site, sharing boundaries with the site
 - Local Communities – representative groups or places where people gather
 - Communities of Interest – larger interest groups in the wider area (local environmental organizations, recreationalists with connections to area, other special interest or opposition groups)
 - National Institutions – state/national, semi-state/nationally/federally-supported, and charitable institutions in the wider area (for example, National Audubon Society, Sierra Club, etc.)
- Indicate topics that matter most to the local communities and build on Phase 1 comments received (e.g. environmental issues, diversity, health and safety, recreation use, wildlife, transportation). The descriptions of the adjacent property owners and the local communities will indicate their (or the lands’/ amenities’ of interest) geographic position relative to the site.
- Assess whether the development of a landfill at the site would have visual, light, sound, and/ or odor impacts to adjacent property owners.
- Identify whether there is mandatory community engagement associated with the planning and development of the project.
- Identify potential future uses in the general vicinity of the site envisioned by regional stakeholders that could be precluded by development of a SWMF site.
- Provide high-level strategies and approaches for the engagement of opposing stakeholders, informed by the site-specific community assessment.

Deliverables

The consultant team will prepare a written report on the community assessment, with geographic information (locations of stakeholders) presented on maps. Stakeholder interviews and/ or survey for adjacent property owners that will be incorporated into the community assessment and will form the basis of a communication strategy for next steps in the project.

SCHEDULE

With the Knott Landfill project to reach capacity by 2029, it is of critical importance to Deschutes County that the new landfill is operational by that time. It is estimated that approximately 5 years will be required to complete land acquisition, permitting, design, and construction of the new landfill. Therefore, the Final SWMF Site Evaluation is planned for completion by Spring 2024 so the preferred landfill site can be selected and the 5-year landfill development process can commence. Below is a breakdown of schedule milestones.

June 2023: Kick Off Meeting – Participants will include key members of the consultant’s team, i.e., those who will have key roles and responsibilities in the delivery of the project. The kickoff call will include a review of the scope and timelines for completion and immediate actions, as well as administrative issues. The consultant team will prepare a complete schedule of tasks and timeline for review during the kickoff meeting. Separate calls will be arranged with the seller/lessor/co-location partner of each site to inquire and request access to data.

SCOPE OF WORK (continued)

September 2023: Public Open House – DCSW, Parametrix, and Consor will collaborate on hosting a public open house to update community members on the outcomes of the SWMF Site Screening (Phase 1) process and the next steps for the finalist sites in the Final SWMF Site Evaluation (Phase 2) process.

October 2023: Individual Subtask Reports – Individual subtask reports, including any supporting appendices, will be provided to DCSW for an initial review, in advance of issuing the combined Final SWMF Site Evaluation (draft).

December 2023: Final SWMF Site Evaluation (draft) –The collated draft report will be issued to DCSW, combining the findings from subtask scopes.

January 2023: Review Session – DCSW will collate the comments on the draft report and communicate back to the consultant team. DCSW will arrange for a review meeting with the consultant team to discuss these comments. DCSW will provide the consultant team with these comments in advance of the review meeting. The consultant team will subsequently be required to address these comments in the final report.

March 2024: Final Landfill Site Evaluation (final) – The consultant team will submit the final report to DCSW for distribution to SWAC members, commissioners, and other relevant parties for detailed review and consideration.

April 2024: SWAC Meeting – Based on review of the Final SWMF Landfill Site Evaluation, the SWAC members will provide a formal recommendation to the Board of County Commissioners (BOCC) regarding their preferred site for the new County landfill.

May 2024: BOCC Meeting – Based on review of the Final SWMF Landfill Site Evaluation and the SWAC recommendation, the (BOCC will select and formally approve one of the finalist sites for acquisition, permitting, and development of the new County landfill.

SCOPE OF WORK (continued)

FEE ESTIMATE

Task/Subtask	Name	Cost Estimate
Task 1	Project Management	\$56,049
Task 2	Document Management/Preparation	\$44,494
Task 3	Communications and Outreach	\$93,380
Task 4	Moon Pit Site Evaluation	\$249,127
Subtask 4.01	Conceptual Master Plan and Preliminary Engineering	\$43,252
Subtask 4.02	Capital & Operational Cost Estimates	\$10,185
Subtask 4.03	Site Development and Permitting Assessment	\$18,609
Subtask 4.04	Transportation System Assessment	\$13,757
Subtask 4.05	Water Infrastructure Assessment	\$8,561
Subtask 4.06	Electrical Power Supply Review	\$5,436
Subtask 4.07	Flood Risk Desktop Review	\$7,128
Subtask 4.08	Geology/Hydrogeology Assessment	\$14,536
Subtask 4.09	Geotechnical Investigations	\$57,908
Subtask 4.10	Environmental Assessment Phase I	\$7,664
Subtask 4.11	Weather and Air Quality Desktop Review	\$5,013
Subtask 4.12	Natural Resources Assessment	\$12,586
Subtask 4.13	Archaeology and Cultural Heritage Assessment	\$24,410
Subtask 4.14	Site - Specific Community Assessment	\$20,081
Task 5	Roth East Site Evaluation	\$356,171
Subtask 5.01	Conceptual Master Plan and Preliminary Engineering	\$43,252
Subtask 5.02	Capital & Operational Cost Estimates	\$10,185
Subtask 5.03	Site Development and Permitting Assessment	\$18,609
Subtask 5.04	Transportation System Assessment	\$13,757
Subtask 5.05	Water Infrastructure Assessment	\$11,414
Subtask 5.06	Electrical Power Supply Review	\$5,436
Subtask 5.07	Flood Risk Desktop Review	\$7,128
Subtask 5.08	Geology/Hydrogeology Assessment	\$18,211
Subtask 5.09	Geotechnical Investigations	\$138,989
Subtask 5.10	Environmental Assessment Phase I	\$7,664
Subtask 5.11	Weather and Air Quality Desktop Review	\$5,013
Subtask 5.12	Natural Resources Assessment	\$27,579
Subtask 5.13	Archaeology and Cultural Heritage Assessment	\$28,852
Subtask 5.14	Site - Specific Community Assessment	\$20,081
PHASE 2 TOTAL - FINAL SWMF SITE EVALUATION		\$799,220



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Intergovernmental Agreement between Deschutes County and the Oregon Judicial Department for Courthouse Improvements

RECOMMENDED MOTION:

Move approval of County Administrator signature of Document No. 2023-637, an intergovernmental agreement between Deschutes County and the Oregon Judicial Department for Courthouse improvements.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Courthouse is owned by the County and occupied by the Deschutes County Circuit Court. In the fall of 2021, Deschutes County assembled a project team to expand the Courthouse. Part of the expansion plan includes improvements to the existing Courthouse including a more accessible entrance, expansion and upgrade of the security checkpoint, interior security improvements and relocation of the Hearing Room. In 2022, the Legislature approved \$1,500,000 for these improvements to the existing building which are illustrated in Exhibit B.

Additionally, this agreement allows for the transfer of \$500,000 from OJD to the County to be utilized for Furniture, Fixtures, and Equipment (FF&E) to be procured by the County for use by Court staff in all areas of the project including the expansion area.

This agreement supersedes an addendum to a previous MOU from 2004.

BUDGET IMPACTS:

If approved, this IGA will facilitate the transfer of \$2,000,000 to Deschutes County for use in the Courthouse project.

ATTENDANCE:

Angie Curtis, Trial Court Administrator
Whitney Hale, Deputy County Administrator
Lee Randall, Facilities Director

Courthouse Improvement
INTERGOVERNMENTAL AGREEMENT
 OJD Contract No. 220084

This Agreement is between the State of Oregon Judicial Department (“OJD”) and Deschutes County (“County”), a political subdivision of the State of Oregon, collectively referred to in this Agreement as the "Parties".

RECITALS:

- A. The Deschutes County Courthouse (“Courthouse”) is owned by County and occupied by the Deschutes County Circuit Court (the “Court”). Both Parties are interested in improving the safety and security protections in the Courthouse to benefit Court staff, judges, County staff and members of the public. The Parties have determined the Courthouse minimally meets current space needs for services and will not accommodate Deschutes County’s new judges and associated staff. Consequently, the County shall renovate and expand the Courthouse located at: 1100 NW Bond Street, Bend, Oregon (“Project”) to accommodate the needs of the Court. For purposes of this Agreement, the Work to be completed by County is the completion of work described in the Scope of the Project. the Scope of the Project primarily includes, but may not be limited to, County procurement and installation of Furniture, Fixtures and Equipment for Court (“FFE Work”) up to and not to exceed \$500,000 in materials and services costs and of “Building Work”.
- B. Building Work means County procurement of services and materials , including but not limited to: making the Courthouse entrance more accessible, relocate Hearing Room, revision and separation of interior pathways in the existing courthouse to accommodate separation of public, staff, judicial personnel, and in-custody traffic, and an expansion and upgrade of the security checkpoint at the main Courthouse lobby entrance, as more particularly set forth in **Exhibit B**. Preliminary Building Work and FFE Work collectively are the Project or Project Work. Project construction documents include but are not limited to, floor plans, work schedules, architectural drawings, engineering drawings, and schematics (“Construction Documents”). Preliminary Construction Documents are collectively attached as **Exhibit B** and are incorporated into this Agreement by this reference. County shall finalize the Preliminary Construction Documents in collaboration with the Deschutes County Circuit Court’s Presiding Judge and Trial Court Administrator (TCA). While the County has sole authority to approve the final plans and schedule, the County will nevertheless endeavor to coordinate with and obtain approval from OJD.
- C. FFE Work mean the procurement and installation of personal property, fixtures and equipment consisting of integrated systems furniture, loose furniture such as chairs, file cabinets, freestanding desks, etc., audio visual equipment and information technology equipment in the Court occupied portions of the Courthouse utilized by Court staff and judges.
- D. The Parties agree that this Agreement supersedes the Addendum, MOU 2004-666 – Use of Courthouse – Justice Building, to MOU 2004-004, Courthouse Construction, Use and Maintenance. County and OJD are authorized by ORS 1.002, ORS 8.125, and ORS 190.110 to enter into an intergovernmental agreement for any lawful purpose, including this Agreement.

The Parties agree as follows:

1. **RECITALS ARE CONTRACTUAL.** The Recitals are incorporated into the substantive provisions of this Agreement.
2. **TERM.** This Agreement shall be effective upon its execution and shall continue until Project Work and related responsibilities for which County is responsible is complete or June 30, 2026, whichever is earlier, or until this Agreement is terminated in accordance with Section 26.

3. CONSIDERATION AND USE OF PROJECT FUNDS

- a. In consideration of the terms and conditions herein, OJD agrees to transfer to County pursuant to this Agreement a total of \$2,000,000 (the Project Funds) which is comprised of \$1,500,000 (the Building Funds) appropriated to OJD by Or. Laws (2022), Ch. 110, s. 293 and \$500,000 General Funds (FFE Funds).
- b. OJD agrees to transfer the Project Funds to County within 14 days OJD's receipt of the documents described in subsection b of Section 4.
- c. County agrees to refrain from spending any of the Project Funds until after the County finalizes the Construction Documents and has provided the Deschutes County Circuit Court Presiding Judge and the TCA with reasonable time in which to review the Construction Documents and offer written comments and suggestions for further consideration by the County. Thereafter, the Construction Documents will become the Final Construction Documents. County shall promptly provide the TCA copies of each of the Final Construction Documents.
- d. County agrees to use the Building Funds solely for expenditures related to the completion of the Building Work identified in the Scope of Work.
- e. County agrees to use the FFE funds solely for the FFE Work.

4. COUNTY'S RESPONSIBILITIES:

- a. County shall procure a contractor or contractors (singly or collectively "Contractor") to provide construction services and materials required for the Project in accordance with applicable Oregon law and County rules. County shall provide Contractor and such other services as are needed to complete the Project, including but not limited to all permits and approvals. County shall ensure Project Work conforms to OJD's Minimum Physical Security Standards version 1.0,11.02.10 (OJD Minimum Security Standards), as more particularly set forth in **Exhibit C** and the plans and specifications identified above. Where appropriate, County may use County employees to provide some of the services needed. County employees performing Project Work and FFE Work pursuant to this Agreement shall have the same skills, education, knowledge, and licenses when required by sub-sections d and e of Section 6.
- b. Within 7 days after executing this Agreement County shall provide OJD with an electronic copy of the executed contracts for the completion of the Project to the OJD contacts identified in Section 17. If County chooses to provide county employee services for the Project, County must provide OJD with estimates for employee costs for those services to the OJD contacts identified in Section 17.
- c. County shall provide to each of the OJD contacts identified in Section 17 progress reports at various milestones related to the Project, including at the times when the County initiates a procurement process, awards a contract, completes the Project, and such other times as reasonably requested by OJD.
- d. County shall coordinate with the TCA to minimize the impact of the Project on the daily operations of the Court. County shall include the TCA in the planning, scheduling, and implementation of work in those portions of the Project that will affect the Court. As part of the County's coordination with the TCA, County, at a minimum shall:
 - I. Review and consider the TCA's written comments prior to commencement of work;
 - II. Invite the TCA to regularly scheduled Project meetings with the Contractor, County staff and appropriate third parties;
 - III. Review and consider the TCA's written comments relative to material changes to the Final Construction Documents, including the work schedule, prior to commencement of work related to the material changes;
 - IV. Obtain the TCA's written authorization of Project related activities that affect courthouse security including, but not limited to, disabling the court's security cameras;

- V. Obtain the TCA's written authorization prior to contractor's employees, contractors, and agents entering Court offices and judges' chambers; and
 - VI. Obtain the TCA's prior approval of the design, specifications, and purchase of the FFE.
- e. County shall employ good faith efforts to ensure that Contractor completes the Project no later than June 30, 2026. For the purposes of this Agreement, the Project is complete when all work at the site has been completed, inspected, and approved by authorities having jurisdiction and approved for occupancy.
 - f. Except if additional state funds become available for the Project Building Work, County shall contribute all additional funds, beyond the \$1,500,000 of Building Funds transferred pursuant to this Agreement, that are necessary to complete the Project. If either party receives additional funding for the Project, the parties will work in good faith to enter into a separate agreement or to amend this Agreement as appropriate.
 - g. County shall make full and timely payments to Contractor, designers, engineers and others entitled to payment and shall ensure full and timely payment is made to, with limitation, subcontractors and vendors and government authorities and to other persons or entities entitled to payment for work related to the Project, County shall provide electronic copies of all paid invoices to each of the OJD contacts identified in Section 17 County shall keep the Courthouse free from liens and encumbrances.
 - h. If the Parties do not amend to extend the term of this Agreement by May 15, 2026, then the provisions of subsections 4.i and 4.j will apply.
 - i. If OJD terminates this Agreement for its convenience, or if the costs related to Building Work are less than \$1,500,000.00, or in the event the Project is not completed in a timely manner by June 30, 2026 through no fault of County, County shall return to OJD any unexpended funds Building Funds transferred pursuant to this Agreement by not later than one month after termination of the Project or completion of the Project, whichever is earlier.
 - j. If OJD terminates this Agreement for its convenience, or if FFE purchases costs are less than \$500,000.00, or if County is unable to complete and install FFE in a timely manner by June 30, 2026, through no fault of its own County shall return to OJD any unexpended FFE Funds transferred pursuant to this Agreement by not later than one month after termination of the Project or completion of the Project whichever is earliest.
 - k. If the cost of the agreed upon FFE materials and services exceeds \$500,000, the Court will provide additional funds or will procure the additional of FFE independent of this agreement.
 - l. County shall return to OJD all Project Funds transferred pursuant to this Agreement, less any funds related to FFE purchases for property OJD retains, if the Project is not terminated or completed for any reason not identified in sub-sections h and i of this Section 4 by not later than one month after termination of the Project.
 - m. Within 30 days of Project completion, County shall provide OJD a written certification that the Project work was performed in accordance with provisions contained in its the Final Construction Documents and material changes to those documents. Within 30 days of Project completion, County shall provide OJD with proof that Project work performed in compliance with the OJD Minimum Security Standards as set forth in Exhibit B. and allow OJD inspection of the security components if requested by OJD.
 - n. County shall require Contractor to correct any defects in Contractor's Project work, or Project work performed by County employees, of which the County or Court become aware during either: (i) the 12-month period following Project completion; or (ii) the applicable warranty period covering the defective work of the Project whichever period is longer.
 - o. County shall own the improvements resulting from this Project and shall be responsible for all

obligations and costs associated with their ongoing maintenance and repairs in conformance with the requirements of ORS 1.185.

- p. If at any time during the useful life of the facility, , the Court's right to occupy the Courthouse, including those portions of the Courthouse improved as part of the Project, is substantially restricted by County, County shall reimburse OJD, to the full extent allowed by applicable law, all amounts contributed to the Project by OJD pursuant to this Agreement in an amount proportional to the expected remaining useful life of the facility and improvements.

5. OJD'S RESPONSIBILITIES:

- a. Within 14 days of OJD receiving from County a copy of the fully executed contract for the Contractor and such other contracts and official estimates necessary to document the Project's cost, OJD will make a one-time transfer from the in the total amount of the Project-related expenses, or \$2,000,000, whichever is less. OJD shall not be responsible or liable for any additional funds that may be required to complete the Project Building Work.
- b. OJD shall not be responsible for any aspect of the procurement process, contract award, or contract administration associated with the Project.
- c. OJD shall not own the improvements resulting from this Project or be responsible for any obligations or costs associated with ongoing maintenance or repairs or fulfillment of County's responsibilities under ORS 1.185.

6. COUNTY'S REPRESENTATIONS AND WARRANTIES. County represents and warrants to OJD that:

- a. County has the power and authority to enter into and perform this Agreement;
- b. The making and performance by County of this Agreement (a) has been duly authorized by County, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document, and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- c. Upon execution by both parties this Agreement it constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- d. Contractor shall ensure that persons, including County personnel who perform FFE or Building Work on the Project, have the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County shall ensure those persons apply that skill and knowledge with care and diligence to perform their obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- e. County shall ensure that persons, including County personnel who perform work FFE or Building Work on the Project, are at all times during the term of this Agreement, qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by County.

7. HOLD HARMLESS AND CONTRIBUTION:

- a. Upon completion of any transfer of funds by OJD pursuant to this Agreement, County agrees to be solely responsible for any and all future expenditures of those funds and shall defend and hold harmless OJD and its officials and employees from any action or claim arising out of this Agreement, for the future use of the funds transferred hereunder including, but not limited to any action or claim by or on behalf of the State of Oregon or any of its agencies.
- b. 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a 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 contribution obligation under this Section with respect to the Third Party Claim.
- c. With respect to a Third Party Claim for which OJD is jointly liable with County (or would be if joined in the Third Party Claim), OJD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OJD on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OJD on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OJD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- d. With respect to a Third Party Claim for which County is jointly liable with OJD (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OJD in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OJD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OJD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the County had sole liability in the proceeding.

8. INDEMNIFICATION BY SUBCONTRACTORS. County shall take all reasonable steps to cause its Contractor or contractors that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees, designers, engineers 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.

9. COUNTY DEFAULT. County will be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- b. Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OJD to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- c. County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) 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 (h) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 (sixty) consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. OJD DEFAULT. OJD will be in default under this Agreement if OJD fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

11. REMEDIES. In the event either party is in default under this Agreement, the other party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity. The party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

12. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 7, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

13. INSURANCE. County shall maintain insurance as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The Parties understand that County may be self-insured for tort, property damage, and auto liability pursuant to ORS 30.260 through 30.300 to the limits established under ORS 30.272 and

30.273, and for workers' compensation coverage. If the County is self-insured, the county may use its self-insurance program to meet the requirements of Exhibit A.

14. ACCESS TO RECORDS. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OJD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of 6 (six) years, or such longer period as may be required by applicable law, following 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. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. AMENDMENT. No amendment or modification to the terms of this Agreement shall be effective unless it is made in writing and is signed by both Parties.

16. PARTIES TO THIS AGREEMENT. OJD and County agree that they 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 otherwise, to any other third parties.

17. CONTACTS AND NOTICES. Any notice, payment, or any or all of the material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such delivery or, if mailed, on the third business day after the mailing of the same by prepaid post addressed to the other party at the address set forth below or, if emailed, on the date delivered to the email address set forth below as confirmed by a return receipt:

OJD:

Angie Curtis
Trial Court Administrator
Angie.Curtis@ojd.state.or.us
Deschutes County Circuit Court
1100 NW Bond Street
Bend, Oregon 97703
541-317-4780

Robert A. Baxter, CPPO, CPPB
Procurement Manager
robert.a.baxter@ojd.state.or.us
Business and Fiscal Services Division
1163 State Street
Salem, OR 97301
503-986-6410

County:

Lee Randall
Facilities Director
Lee.randall@deschutes.org
Deschutes County
Bend, Oregon 97703
541-617-4711

Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and after the giving of such notice the address therein specified will, for the purposes of this Section, be conclusively deemed to be the address of the party giving such notice.

- 18. WAIVER.** The failure of either party to enforce any provision of this Agreement, or the waiver of any violation or nonperformance of this Agreement in one instance, shall not constitute a waiver by the party of that or any other provision, nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and with respect to OJD's waiver or consent, all necessary OJD or State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given.
- 19. INDEPENDENT CONTRACTORS.** The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 20. GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, "Claim" between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County for the State of Oregon; provided however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 21. THIRD PARTY BENEFICIARIES.** OJD and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.
- 22. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Agreement, except the rights and obligations which by their nature extend beyond contract termination, including those set forth in Sections ,3.l, 3.m, 3.n, 7, 8, 11, 12 and 14, provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.
- 23. SEVERABILITY.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 24. COMPLIANCE WITH THE LAW.** In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.
- 25. FORCE MAJEURE.** Neither OJD nor County shall be held responsible for delay or default caused by fire, riot,

acts of God, pandemics or significant escalation of current pandemic, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of OJD or County, respectively. County shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

26. TERMINATION:

- a. The Parties may terminate this Agreement at any time by mutual agreement.
- b. Either party may terminate this Agreement, for any cause or no cause, by providing the other party no fewer than 30 (thirty) days advance written notice of termination.
- c. Either party may terminate this Agreement by providing the other party no fewer than 10 (ten) days advance written notice of termination if United States, Oregon or local laws, regulations, or guidelines are modified or interpreted in such a way that either party's continued performance or making of payments under this Agreement is prohibited.
- d. Either party may terminate this Agreement, in whole or in part, by providing the other Party no fewer than 10 (ten) days advance written notice of termination, if either party commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement and the defaulting party fails to correct such material breach, default or failure to perform within 14 (fourteen) calendar days after receipt of notice of the breach or default, or such longer period as the notifying Party may specify in such notice.
- e. OJD may terminate this Agreement immediately upon written notice to County, if OJD fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OJD's reasonable administrative discretion, to perform its obligations under this Agreement.

Each party, by the signature of its authorized representative, hereby agrees to be bound by the terms and conditions of this Intergovernmental Agreement.

Deschutes County

The Oregon Judicial Department, by and through the Office of State Court Administrator

By: _____

By: _____

Title: County Administrator
Date: _____

Title: _____
Date: _____

Legal Review and Approval:

By: _____
OJD Office of General Counsel

Date: _____

TKB:gll/ L2G21060

EXHIBIT A
COURTHOUSE IMPROVEMENT INTERGOVERNMENTAL AGREEMENT
INSURANCE REQUIREMENTS

Local Government: Deschutes County

OJD Contract No. 220084

Required Insurance: Local Government shall obtain at Local Government’s expense the insurance specified in this **Exhibit**, prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Local Government 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 OJD.

Self-Insurance. Notwithstanding the above paragraph, Local Government may fulfill its insurance obligations herein through a program of self-insurance, provided that Local Government’s self-insurance program complies with all applicable laws and provides insurance coverage equivalent in both type and level of coverage to that required in this **Exhibit**. Local Government shall furnish an acceptable insurance certificate to OJD for any insurance coverage required by this Agreement that is fulfilled through self-insurance.

1. Workers Compensation & Employers’ Liability. All employers, including Local Government, 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). Local Government shall require and ensure that each of its subcontractors complies with these requirements. If Local Government is a subject employer, as defined in ORS 656.023, Local Government shall obtain employers’ liability insurance coverage limits of not less than \$1,000,000 each accident. If Local Government is an employer subject to any other state’s workers’ compensation law, Local Government shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$1,000,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements

2. Commercial General Liability. **Required by OJD** **Not required by OJD**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate.

3. Automobile Liability Insurance. **Required by OJD** **Not required by OJD**

Automobile Liability Insurance covering Local Government’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

4. Professional Liability. **Required by OJD** **Not required by OJD**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the Services to be provided under this Contract by Local Government or Local Government’s subcontractors, agents, officers, or employees in an amount not less than \$2,000,000.00 per occurrence. Annual aggregate limit shall be not less than \$4,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional

Liability insurance coverage, or Local Government shall provide tail coverage as provided below.

5. Network Security and Privacy Liability Insurance. Required by OJD Not required by OJD

Network Security and Privacy Liability Insurance for the duration of the Contract and for the period of time in which Contractor maintains, possesses, stores or has access to OJD data, whichever is longer, with a combined single limit of no less than \$2,000,000.00 per claim or incident covering Contractor's liability for loss, theft, unauthorized disclosure, access or use of OJD data (which may include, but is not limited to, Personally Identifiable Information (PII), Payment Card Data, and Protected Health Information (PHI)) in any format including, without limitation, hard copy format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

6. Crime Protection Coverage: Employee Dishonesty or Fidelity Bond. Required by OJD Not required by OJD

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Employee Dishonesty or Fidelity Bond coverages for state-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than \$2,000,000.00.

7. Bailee's Coverage. Required by OJD Not required by OJD

Bailee's Customers Property Insurance covering any and all OJD property left in the care, custody, or control of the Contractor. Coverage shall include valuable papers, including but not limited to microfilm. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than \$ 2,000,000.00 for each site or location.

8. Pollution Liability Coverage. Required Not required by OJD

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$2,000,000.00. Annual aggregate limit shall not be less than \$4,000,000.00.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

9. Additional Coverage Requirements. Local Government's insurance must be primary and non-contributory with any other insurance and self-insurance. Local Government shall pay for all deductibles, self-insured retention and self-insurance, if any.

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

11. Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Local Government's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of ongoing operations must be on ISO Form CG 20 10 0704 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

12. **“Tail” Coverage.** If any of the required insurance is on a “claims made” basis and does not include an extended reporting period of at least 24 months, Local Government 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 Contract, for a minimum of 24 months following the later of: (i) Local Government’s completion and OJD’s acceptance of all Services required under this Contract; (ii) OJD or Local Government termination of this Contract; or, (iii) the expiration of all warranty periods provided under this Contract.
13. **Certificate(s) and Proof of Insurance.** Local Government shall provide to OJD Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

Upon request by OJD, Local Government shall provide OJD with copies of the insurance policies and endorsements relating to the insurance coverages required by this Contract.

14. **Notice of Cancellation or Change.** Local Government or its insurer must provide at least 30 days’ written notice to OJD before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Contract and shall be grounds for OJD’s immediate termination of this Contract by OJD.

Insurance Requirements Review. Local Government agrees to periodic review of insurance requirements by OJD under this Contract and to meet updated requirements as mutually agreed upon by Local Government and OJD.

EXHIBIT B
COURTHOUSE IMPROVEMENT INTERGOVERNMENTAL AGREEMENT
PRELIMINARY CONSTRUCTION DOCUMENTS

Local Government: Deschutes County

OJD Contract No. 220084

EXHIBIT B

CITY OF BEND

GENERAL NOTES

- A. SEE A101 FOR STANDARD ACCESSIBILITY & FIXTURE MOUNTING REQUIREMENTS.
- B. SEE A230 SERIES 1/4" ENLARGED PLANS FOR ADDITIONAL INFORMATION.
- C. ALL DIMENSIONS ARE TO FACE OF STUD UNO OR CENTER OF WINDOW OPENING, COLUMN, OR GRID. EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION/FACE OF FRAMING. DIMENSIONS INDICATED AS "CLR MIN" ARE TO FACE OF FINISH.
- D. ALL DOOR OPENINGS PERPENDICULAR TO A WALL ARE 5" TO THE WALL UNO. ALL WINDOWS ARE CENTERED WITHIN ADJACENT ROOM UNO.
- E. SEE AXXX FOR PENETRATION REQUIREMENTS.
- F. FURNITURE OR EQUIPMENT NOT SHOWN DASHED FOR REFERENCE ONLY.
- G. DASHED BOXES AND CIRCLES ON PLAN DESIGNATE REQUIRED ACCESSIBLE CLEAR FLOOR SPACE.

LRS ARCHITECTS
 1777 SW Chandler Ave Suite 270
 Bend OR 97702
 541.668.9550 www.lrsarchitects.com

PRELIMINARY NOT FOR CONSTRUCTION

WALL LEGEND

- EXISTING WALL TO REMAIN
- NEW WALL
- NEW 2-HR RATED WALL
- NEW 1-HR RATED WALL
- AREA OF WORK IN EXISTING BUILDING

KEYNOTES

- 2018 FIRE RATED DOOR HELD OPEN. DOOR CLOSES ON ACTIVATION OF FUSIBLE LINK IN EVENT OF BUILDING COLLAPSE.

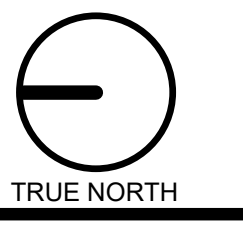
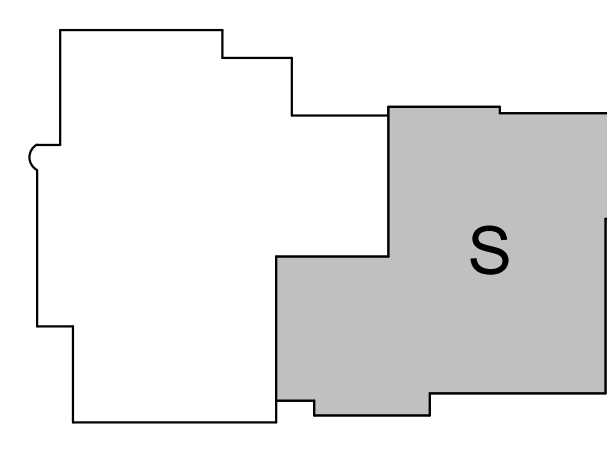
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DESCHUTES COUNTY - COURTHOUSE EXPANSION

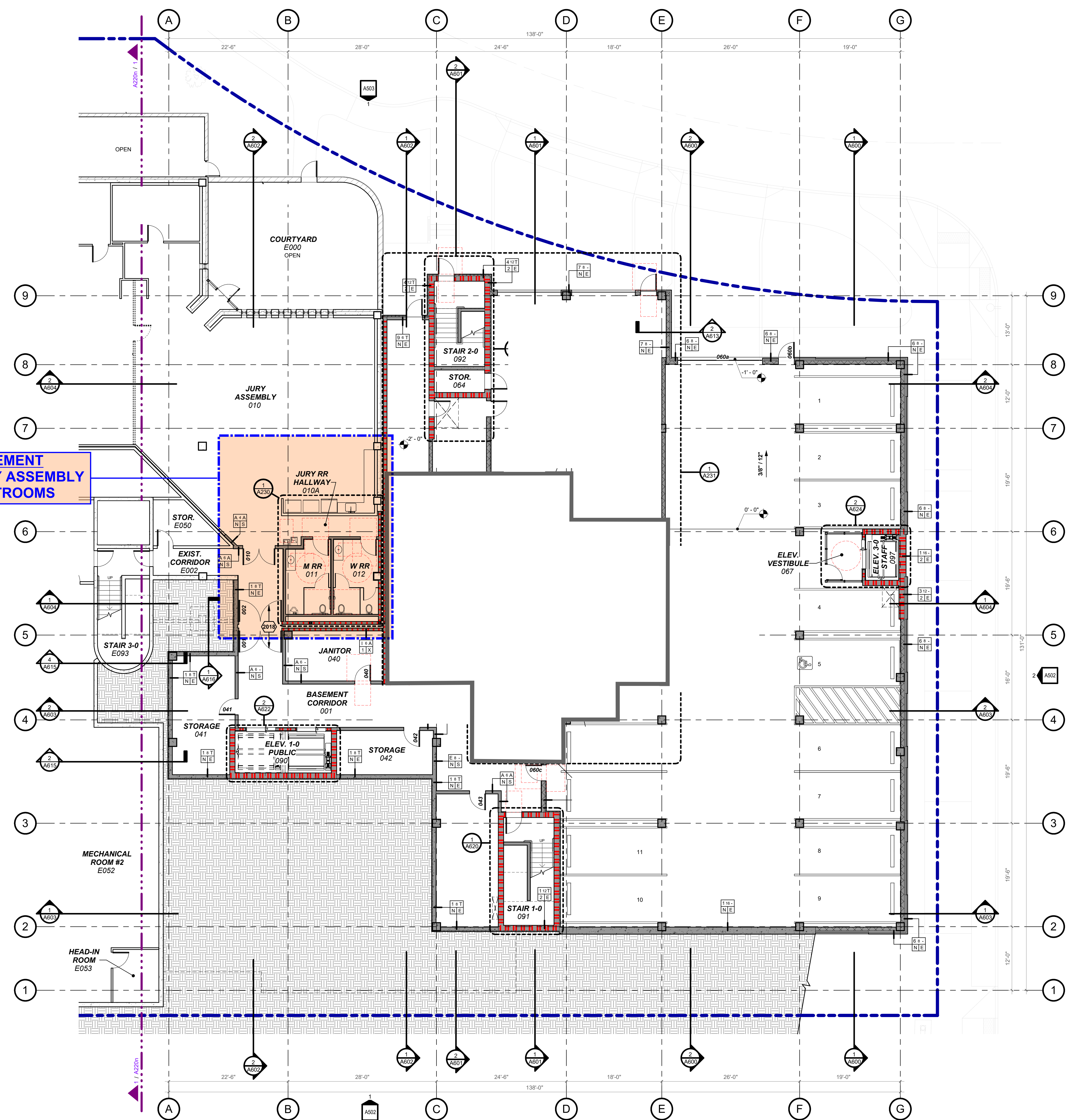
1100 NW BOND ST BEND, OR 97703

SHEET TITLE: BASEMENT SECTOR PLAN - SOUTH

KEY PLAN:



DRAWN BY: Author



BASEMENT JURY ASSEMBLY RESTROOMS

1. SECTOR FLOOR PLAN - BASEMENT - SOUTH

A220s SCALE: 1/8" = 1'-0"

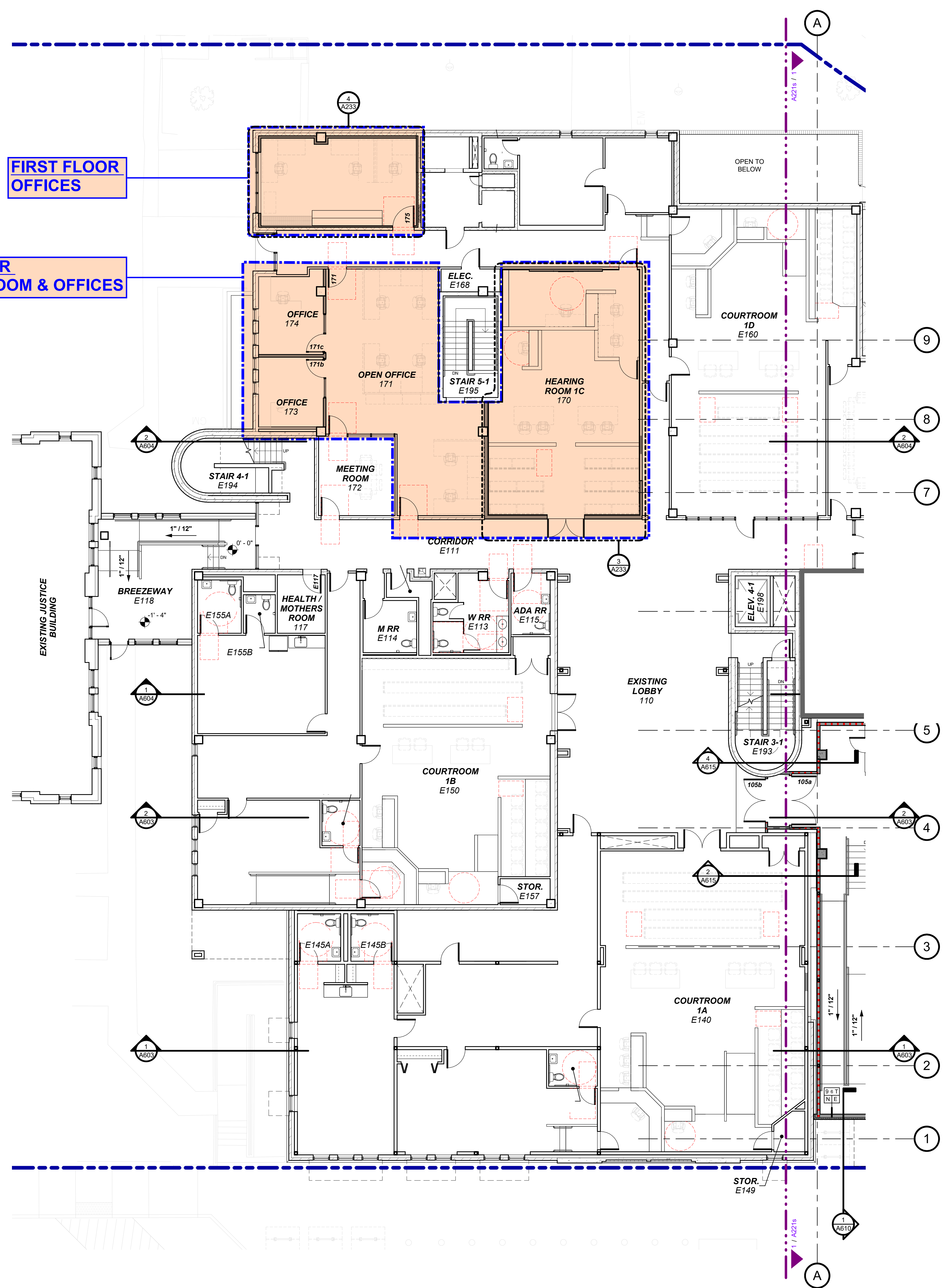
A220s

100% DESIGN DEVELOPMENT 06.09.2023

EXHIBIT B

CITY OF BEND

FIRST FLOOR OFFICES
FIRST FLOOR HEARING ROOM & OFFICES



GENERAL NOTES

- A. SEE A101 FOR STANDARD ACCESSIBILITY & FIXTURE MOUNTING REQUIREMENTS.
- B. SEE A230 SERIES 1/4" ENLARGED PLANS FOR ADDITIONAL INFORMATION.
- C. ALL DIMENSIONS ARE TO FACE OF STUD UNO OR CENTER OF WINDOW OPENING, COLUMN, OR GRID. EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION/FACE OF FRAMING. DIMENSIONS INDICATED AS "CLR MIN" ARE TO FACE OF FINISH.
- D. ALL DOOR OPENINGS PERPENDICULAR TO A WALL ARE 5" TO THE WALL UNO. ALL WINDOWS ARE CENTERED WITHIN ADJACENT ROOM UNO.
- E. SEE AXXX FOR PENETRATION REQUIREMENTS.
- F. FURNITURE OR EQUIPMENT NOT SHOWN DASHED FOR REFERENCE ONLY.
- G. DASHED BOXES AND CIRCLES ON PLAN DESIGNATE REQUIRED ACCESSIBLE CLEAR FLOOR SPACE.

WALL LEGEND

- EXISTING WALL TO REMAIN
- NEW WALL
- NEW 2-HR RATED WALL
- NEW 1-HR RATED WALL
- AREA OF WORK IN EXISTING BUILDING

KEYNOTES



PRELIMINARY NOT FOR CONSTRUCTION

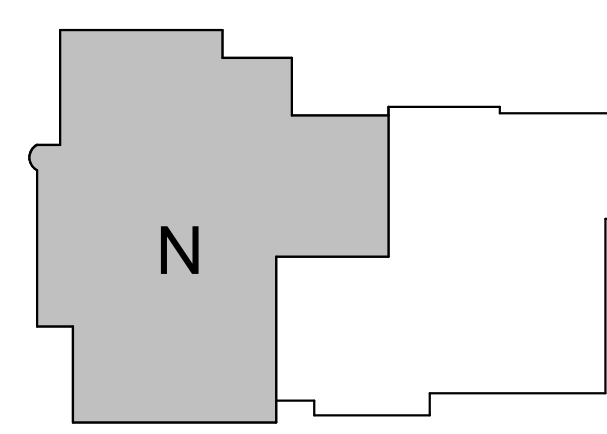
PROJECT NUMBER: 522003

DESCHUTES COUNTY - COURTHOUSE EXPANSION

1100 NW BOND ST
BEND, OR 97703

SHEET TITLE: LEVEL 1 SECTOR PLAN - NORTH

KEY PLAN:



TRUE NORTH
DRAWN BY: Author

1. SECTOR FLOOR PLAN - LEVEL 1 - NORTH

A221n SCALE: 1/8" = 1'-0"

A221n

100% DESIGN DEVELOPMENT
06.09.2023

SHEET:

EXHIBIT B

CITY OF BEND



GENERAL NOTES

- A. SEE A101 FOR STANDARD ACCESSIBILITY & FIXTURE MOUNTING REQUIREMENTS.
- B. SEE A230 SERIES 1/4" ENLARGED PLANS FOR ADDITIONAL INFORMATION.
- C. ALL DIMENSIONS ARE TO FACE OF STUD UNO OR CENTER OF WINDOW OPENING, COLUMN, OR GRID. EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION/FACE OF FRAMING. DIMENSIONS INDICATED AS "CLR MIN" ARE TO FACE OF FINISH.
- D. ALL DOOR OPENINGS PERPENDICULAR TO A WALL ARE 5" TO THE WALL UNO. ALL WINDOWS ARE CENTERED WITHIN ADJACENT ROOM UNO.
- E. SEE AXXX FOR PENETRATION REQUIREMENTS.
- F. FURNITURE OR EQUIPMENT NOT SHOWN DASHED FOR REFERENCE ONLY.
- G. DASHED BOXES AND CIRCLES ON PLAN DENIGATE REQUIRED ACCESSIBLE CLEAR FLOOR SPACE.

PRELIMINARY NOT FOR CONSTRUCTION

WALL LEGEND

- EXISTING WALL TO REMAIN
- NEW WALL
- NEW 2-HR RATED WALL
- NEW 1-HR RATED WALL
- AREA OF WORK IN EXISTING BUILDING

CONSULTANT:

KEYNOTES

- 2002 WRAP COLUMN WITH 5/8" GYP BD OVER 1/2" RESILIENT CHANNEL.

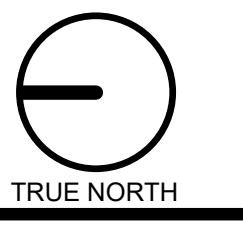
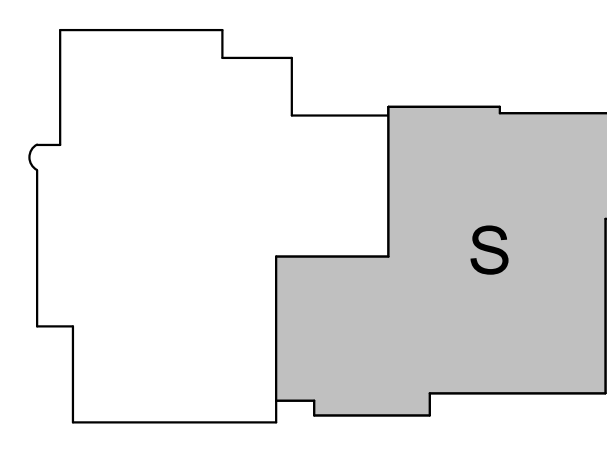
PROJECT NUMBER: 522003

DESCHUTES COUNTY - COURTHOUSE EXPANSION

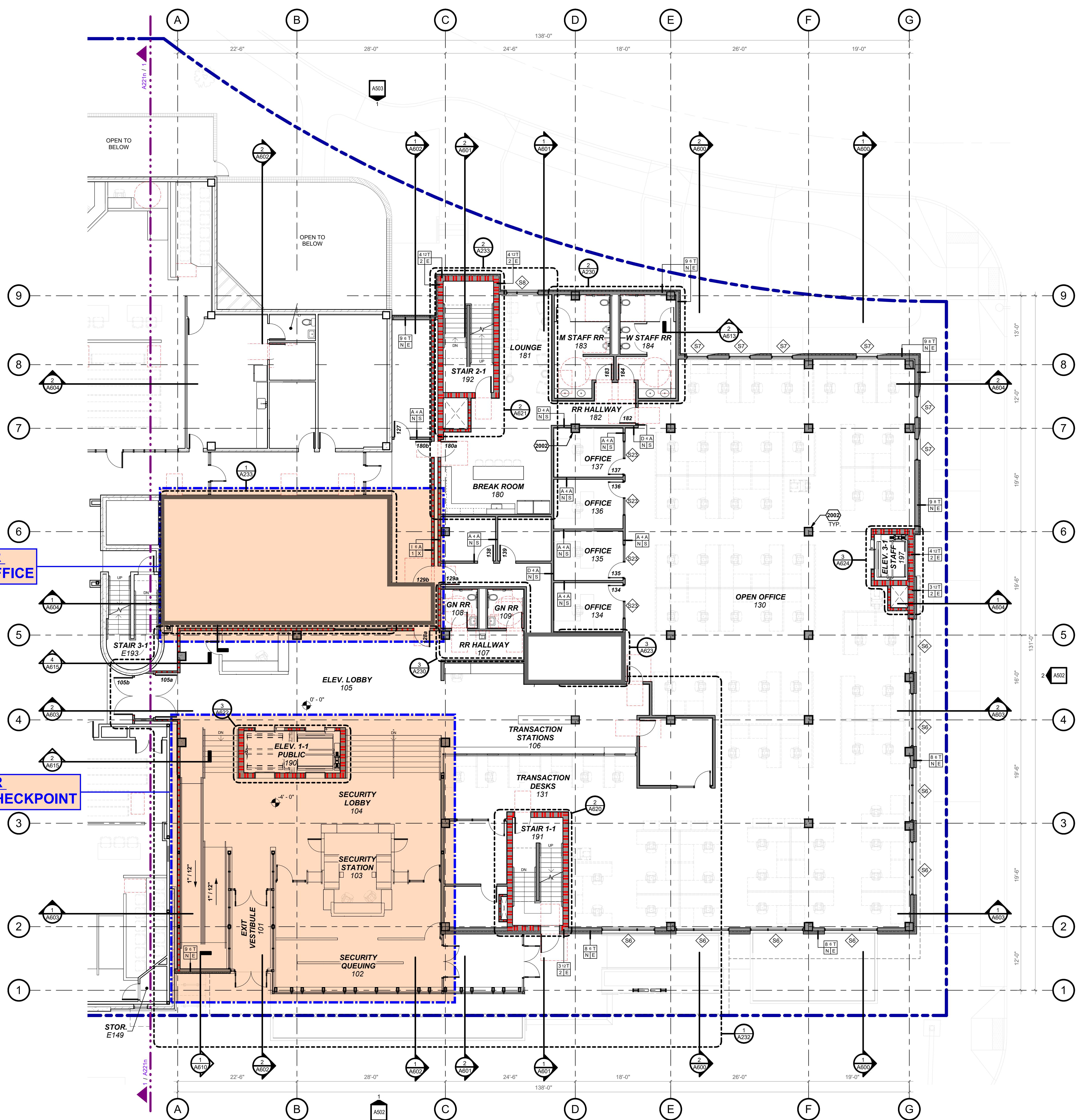
1100 NW BOND ST BEND, OR 97703

SHEET TITLE: LEVEL 1 SECTOR PLAN - SOUTH

KEY PLAN:



DRAWN BY: Author



FIRST FLOOR SECURITY OFFICE

FIRST FLOOR SECURITY CHECKPOINT

1. SECTOR FLOOR PLAN - LEVEL 1 - SOUTH

A221s SCALE: 1/8" = 1'-0"

A221s

100% DESIGN DEVELOPMENT 06.09.2023

EXHIBIT B



CITY OF BEND

GENERAL NOTES

- A. SEE BUILDING SECTIONS FOR WALL SECTION CALLOUTS.
- B. SEE A200 SERIES SECTOR PLANS & A220 SERIES ENLARGED PLANS FOR EXTERIOR DOOR TYPES.
- C. SEE A700 SERIES DOOR TYPES / SCHEDULES & STOREFRONT ELEVATIONS FOR ADDITIONAL INFORMATION.
- D. PAINT ALL NON-NOTED MISCELLANEOUS ITEMS TO MATCH ADJACENT MATERIAL OR FINISH COLOR UNO. REFER TO RCP'S FOR FINISH MATERIALS OF SOFFIT AREAS.

LEGEND

- WALL SYSTEM A: FIBER CEMENT PANEL, COLOR: OFF-WHITE
- WALL SYSTEM B: BRICK VENEER, COLOR: DARK BROWN
- WALL SYSTEM C: FIBER CEMENT PANEL, COLOR: DARK GRAY
- WALL SYSTEM D: METAL SIDING SYSTEM, COLOR: GRAY
- CAST IN PLACE CONCRETE: SMOOTH FINISH
- SECTION THROUGH BUILDING

KEYNOTES

- 5001 WALL SYSTEM A: FIBER CEMENT PANEL, OFF-WHITE
- 5002 WALL SYSTEM B: BRICK VENEER, DARK BROWN
- 5003 WALL SYSTEM C: FIBER CEMENT PANEL, DARK GRAY
- 5004 WALL SYSTEM D: METAL SIDING SYSTEM, DARK GRAY
- 5005 CAST IN PLACE CONCRETE, SMOOTH FINISH
- 5006 CAST IN PLACE CONCRETE PLANTER, SMOOTH FINISH
- 5007 HOLLOW METAL DOOR, PAINTED TO MATCH ADJACENT SIDING
- 5009 PRE-FINISHED ALUMINUM STOREFRONT SYSTEM, DARK BRONZE
- 5010 STEEL WIDE FLANGE CANOPY SUPPORT POSTS, PAINTED DARK BRONZE
- 5011 BUILDING SIGNAGE AND ADDRESS, ATTACHED TO CONCRETE PLANTER WALL
- 5012 BREAK METAL, COLOR TO MATCH STOREFRONT
- 5013 PRE-FINISHED STEEL HANDRAIL, BLACK
- 5014 HEAVY TIMBER CANOPY, EXPOSED GLULAM BEAMS & CLT PANELS ON UNDERSIDE
- 5015 MECHANICAL PENTHOUSE WITH METAL SIDING SYSTEM
- 5016 ROOFTOP MECHANICAL UNIT SCREEN WITH METAL SIDING SYSTEM
- 5017 PRE-FINISHED STEEL CANOPY, DARK BRONZE
- 5018 MECHANICAL LOUVER, PAINTED TO MATCH ADJACENT SIDING

PRELIMINARY NOT FOR CONSTRUCTION

CONSULTANT:

PROJECT NUMBER: 522003

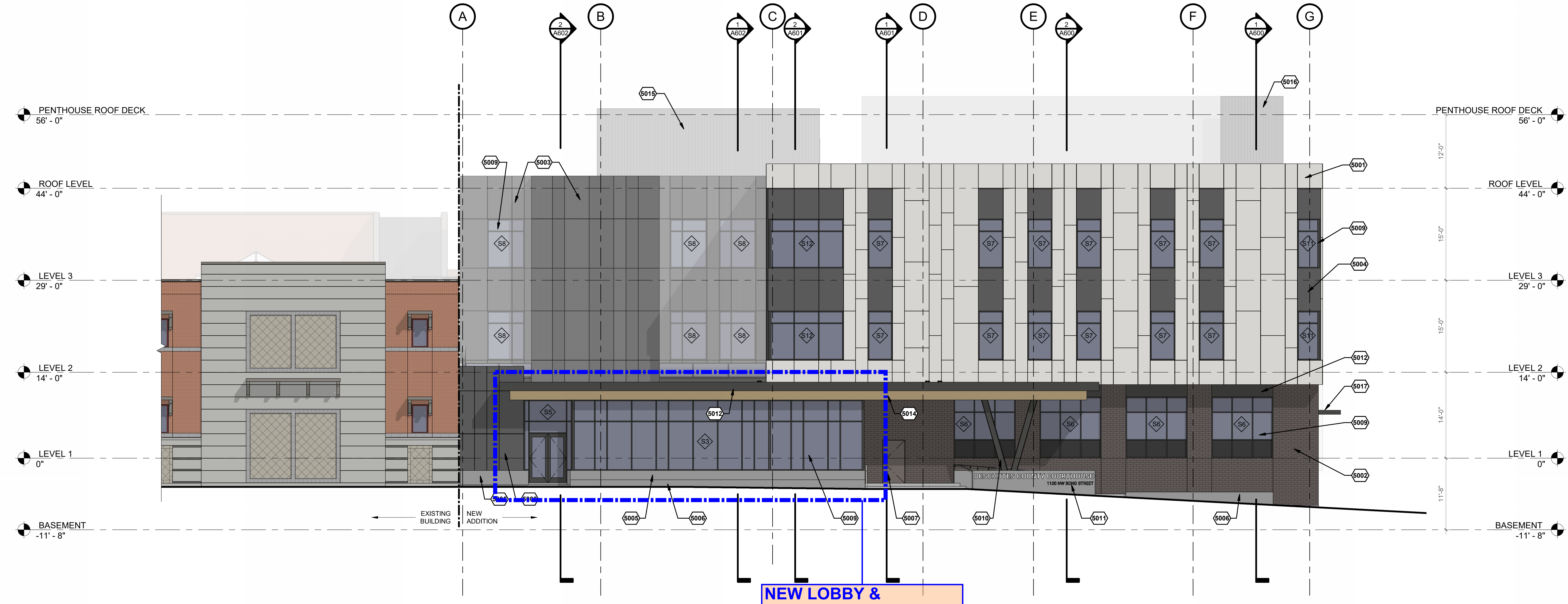
DESCHUTES COUNTY - COURTHOUSE EXPANSION

1100 NW BOND ST BEND, OR 97703

SHEET TITLE: ENLARGED EXTERIOR ELEVATIONS - WEST & SOUTH

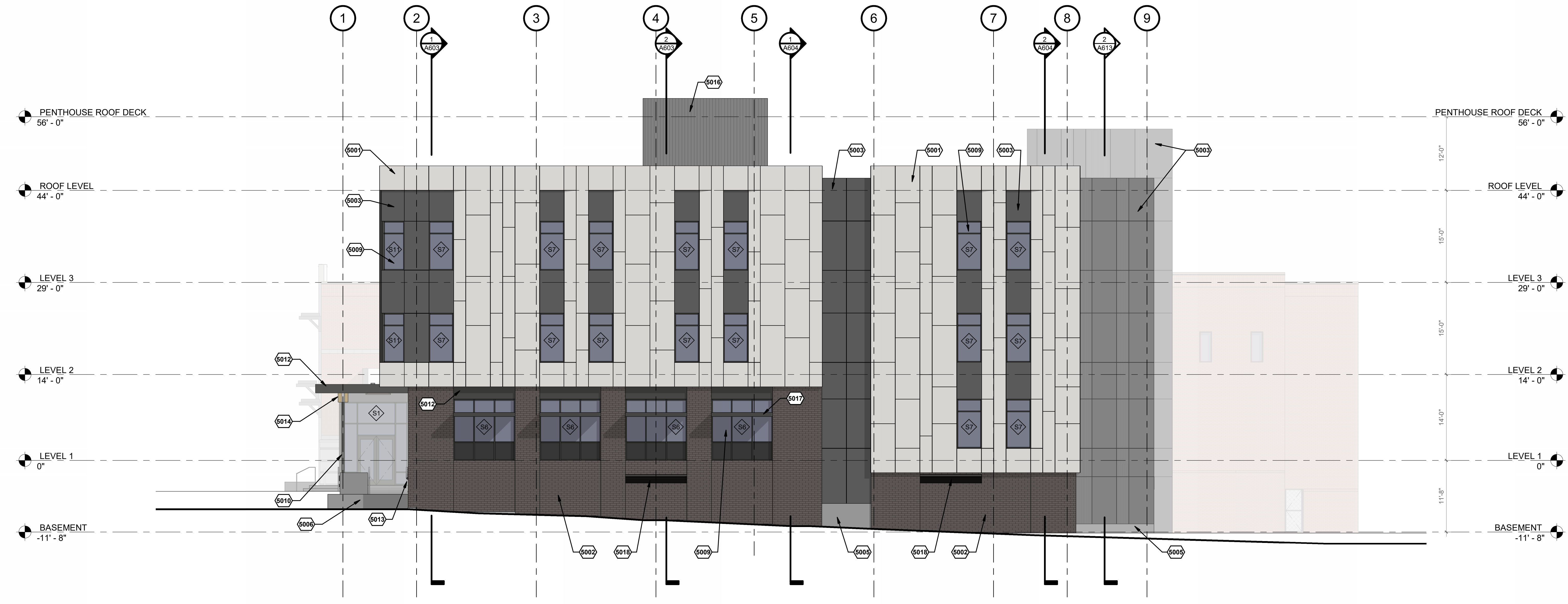
DRAWN BY: Author

SHEET: A502 100% DESIGN DEVELOPMENT 06.09.2023



1. WEST ELEVATION - ENLARGED

A502 SCALE: 1/8" = 1'-0"



2. SOUTH ELEVATION - ENLARGED

A502 SCALE: 1/8" = 1'-0"

EXHIBIT C
COURTHOUSE IMPROVEMENT INTERGOVERNMENTAL AGREEMENT
OJD MINIMUM SECURITY STANDARDS

Local Government: Deschutes County

OJD Contract No. 220084

Minimum Physical Security Standards



OREGON JUDICIAL DEPARTMENT MINIMUM PHYSICAL SECURITY STANDARDS

THESE STANDARDS APPLY TO COURT
FACILITIES HOUSED IN COUNTY BUILDINGS
LOCATED ACCROSS THE STATE OF OREGON

Version: 1.0

Date:NOVEMBER 02, 2010



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1. Executive Summary

- 1.1. This document is intended to set and describe the minimum physical security standards for Circuit Courts, in Oregon. This document describes the minimum security measures that must be met by the court facilities; individual facilities may choose to deploy additional security measures that exceed the requirements described here if local conditions and/or risks are judged to require additional protection or at their discretion.
1.2. This document is confidential and will be distributed and circulated on a strict "need - to-know" basis only.

2. Document Revision History

- 2.1. Chief Justice Order 09-033-issued by Chief Justice Paul J. De Muniz on July 6, 2009 provided for the establishment of Oregon Judicial Department (OJD) security standards and the creation of a five year implementation plan. Chief Justice Order 10-04 dated September 15, 2010 updates the initial standards and five year implementation plan.
2.2. As circuit courts of the state are located in county owned facilities, it is imperative that the court's work collaboratively with the sheriff and county administration in the implementation of these standards.
2.3. Equipment and systems covered under this order will eventually include:

- 2.3.1. Access control systems
2.3.2. Magnetometers
2.3.3. Security camera systems
2.3.4. Duress alarm systems
2.3.5. Card security screening station
2.3.6. Security Training of Judicial personnel, & court security officers
2.3.7. Business Continuity Testing
2.3.8. Transparent barriers
2.3.9. Armoring of Benches
2.3.10. Automated external defibrillators
2.3.11. Intrusion detection
2.3.12. Incident reporting
2.3.13. Courts security assistance program
2.3.14. In exterior lighting of court facilities
2.3.15. External barriers
2.3.16. Emergency equipment
2.3.17. Mail handling



- 2.4. Version 1.0-The first version of the OJD Security Standard, Version 1.0 was researched and composed in the summer of 2010 and approved and published on October 8th of 2010. Version 1.0, as the initial version, includes Access Control, Security Camera, and Duress Alarm Systems within its scope of described systems (as indicated in ***bold, italicized red font*** above). The balance of the systems from the list above will be included in these standards as additional time and resources become available to the OJD Security and Emergency Preparedness Office (SEPO).
- 2.5. The team directly responsible for the generation of version 1.0 includes Larry Raaf (OJD SEPO Manager), and the firms of Hennebery Eddy Architects, Inc, and Security Options & Solution, LLC.
- 2.6. This is a "living" document that will be updated and amended moving forward as additional resources become available and/or technology advances. Strict version control will ensure continuity as the document grows and expands. Please contact the OJD SEPO to ensure that you have the latest version prior to making use of this document.

3. Access Control Overview

- 3.1.** These systems use a special card to release electronically controlled locks on building or office doors. The access control system will be established to limit access to courts spaces and improve the security of judges and court staff. The access control system will protect all perimeter doors entering directly into court spaces and other selected doors as defined here.
- 3.2. The circuit courts may manage their own access control with or without support from the OJD SEPO, or co-manage the system with other governmental agencies.
- 3.2.1.A formal perimeter will be established around the spaces defined as court space. Doors that enter through this defined perimeter will be equipped with electronic card readers and locks as defined here.
- 3.2.2. Private court space that has public access through the actual courtroom will be secured using card readers and locks as defined here.
- 3.2.2.1. Any space where court records may be stored, if physically located with other staffed court spaces and permanently staffed with court employees will be equipped with electronic card readers and locks as described below.
- 3.2.2.2. Separate space where court records may be stored, sometimes not physically attached to the actual court facilities, may also require that a perimeter be



established and protected with card readers and locks as defined here, unless they are not permanently staffed locations.

- 3.2.2.3. These court records may be traditional paper records or data stored on servers, both are equally important and may require that access controls be utilized for their storage area if the conditions described above apply. Locations that have no court staff assigned do not require card access.

3.3.Card Access Door Equipment:

- 3.3.1. Card Reader-Utilize HID RMK Multiclass card readers. These readers are compatible with all currently deployed 125 kHz cards as well as the next generation of HID i Class and smart cards. Exceptions will be allowed if there are issues with existing city or county systems not being compatible with the HID multiclass readers.
- 3.3.2. Electrified locking hardware-Utilize heavy duty, commercial, continuous duty locking hardware intended for security control and not just pedestrian traffic control. Deploy in a "fail secure" mode unless egress or local fire or building codes require "fail safe" installations. Electrified lock types will be specified for each door location but are listed in order of general preference below:
- 3.3.2.1. Electrified Mortise lock with integrated "Request-To-Exit" (REX) switch
- 3.3.2.2. Electric Strike-Heavy duty commercial models only
- 3.3.2.3. Electrified vertical rods
- 3.3.2.4. Electromagnetic Locks will be allowed as a last resort and only with prior approval (caution must be utilized when deploying this type of failsafe lock since life safety egress and REX functions can be problematic with maglock deployments. Security Vendor must describe and possibly demonstrate how these challenges will be addressed prior to approval for deployment being granted)
- 3.3.3. Magnetic Door Position switch-Utilize normally closed, recessed door contacts. Sentrol 1078c or equal. Contacts will be mounted within 6" of the latch edge of the door, on the top side of the door, out of reach of pedestrians, and not accessible when the door is closed. Provide end-of-line (EOL) supervision as described by the access control panel manufacturer.
- 3.3.4. Request to exit (REX) device-a micro switch integrated into the electrified lock is preferred but a REX motion detector (GE DS160i or equal is allowed.
- 3.3.4.1. REX motion detectors, if utilized, must only shunt the alarm and must not physically unlock the associated door. Micro switches and/or REX buttons are allowed to unlock doors as long as a positive physical action is required to activate.



This requirement is intended to eliminate unintentional unlocking of doors from the inside.

- 3.3.5. Access Control Cards-Utilize HID 125 kHz proximity cards **or** HID iclass cards unless compatibility with other city or county systems is required. Contact the OJD SEPO for specific facility code and numbering requirements prior to ordering cards (to avoid card duplication and limit the number of facility codes deployed).
- 3.3.6. Physical Door requirements-Hinges and hinge pins will be secured to prevent removal without opening the door. This may be accomplished by welding in place or using concealed set screws.

4. Security Camera Overview

- 4.1. Cameras utilized will provide adequate resolution for the specific purpose at their location and have appropriate low light capabilities for the particular location where they are deployed (dependent upon the available ambient lighting for each area).
- 4.2. Analog cameras, if deployed, must provide at least 450 lines of horizontal resolution. IP cameras must provide a minimum of 4 CIF resolution and mega pixel (or High definition) resolution is preferred.
- 4.3. Security Camera Recording- Digital storage (DVR or NVR) is the only approved method of video storage, tape based storage (VCR or time lapse) may no longer be deployed at court facilities although existing legacy tape based systems may be allowed if resolution and frame rate requirements can be met.
 - 4.3.1. Record and store images with a minimum of 3.5 frames per second (fps) and 4 CIF resolutions. Do not utilize compression schemes that compromise the stored video images to below these standards.
 - 4.3.2. Provide a minimum of thirty (30) days of digital video storage for all cameras.
 - 4.3.2.1. Also provide a method to selectively store specific incident related video clips indefinitely.
- 4.4. Security Video Camera Cabling- Utilize CAT6 rated cable for all new camera cabling. This cable can accommodate either IP digital cameras (utilize power over Ethernet {POE} type cameras or traditional analog cameras (using "NVT type" unshielded twisted pair ({UTP} converters complete with power over CAT 6 option). A single CAT6 cable to each new camera location can handle both signal and power requirements for the camera.



- 4.4.1. The CAT6 cable requirement is intended to ensure that CAT6 cable is installed at all new camera locations (instead of older style coaxial cable) since replacement with IP digital cameras after current life cycle is deemed highly likely.

4.5. Courtrooms

- 4.5.1. Deploy high resolution, color cameras positioned to record all public entries to each courtroom. The field of view for these cameras will be restricted to cover the entryway only so that a useable identification image can be obtained.
- 4.5.2. Deploy high resolution, color cameras positioned to provide a general overview of the entire courtroom space. This is an overall area field of view and courtroom shape or size may necessitate the use of more than one camera to eliminate blind spots and provide full coverage.
- 4.5.2.1. The faces of jurors and the judges' bench and face must not be recorded within a camera's field of view. If a courtroom camera's field of view will include the jury box or the judge's bench, those areas must be electronically eliminated or sufficiently blurred out so as to make recognition not possible.

4.6. Currency and Payment Areas

- 4.6.1. In all areas where payments to the court may be made and accepted. Provide camera coverage of the counter area and the face of the person making the payment. The view for these cameras will be both transactional (looking down into the counter area) and profile (identifying customers). To accomplish these views, more than one camera may be necessary at each window or desk.
- 4.6.2. Also include general camera coverage of any areas where waiting lines may form awaiting their turn at the payment window or desk.

4.7. Other Courtroom support Areas

- 4.7.1. Provide general overview camera coverage of selected areas outside the courtroom where defendants and plaintiffs would reasonably expect to interact or mingle. These areas include but are not limited to:
- 4.7.1.1. Areas around the family law desk/window
 - 4.7.1.2. Areas around the restraining order desk/window
 - 4.7.1.3. Office or reception areas dealing specifically with treatment court.
 - 4.7.1.4. Waiting rooms and/or courtroom foyers where in custody and/or where conflicts between individuals or families may occur.



5. Duress Alarm and Notification Overview

- 5.1. Provide user activated discrete duress buttons that are centrally monitored and capable of transmitting alarm generated offsite via a phone line or network connection.
 - 5.1.1. A commercial central station will be contracted to monitor these signals and contact appropriate entities upon activation.
- 5.2. Precise response procedures must be clearly defined in advance of the system going "live". This usually entails the filling out of a commercial central stations detailed contact & response document.
 - 5.2.1. It is strongly recommended that a video camera be positioned with an appropriate field of view to allow for remote video verification if an alarm is triggered.
- 5.3. Utilize Sentrol (GE) 3040 or equal buttons.
- 5.4. Switches will be mounted in a convenient location to allow discrete activation but also located and mounted so as to avoid/eliminate accidental activation.
- 5.5. All duress buttons must be connected to the alarm monitoring/communicator system.

5.6. Court Rooms

- 5.6.1. Provide duress buttons at the Judge's bench and at the Clerk / Judicial Assistant station.

5.7. Currency and Payment Areas

- 5.7.1. Duress alarm buttons must be located at all locations where cash is handled and/or payments to the court may be made and accepted or stored.
 - 5.7.1.1. Snack vending machines are excluded from this requirement.

5.8. Other Courtroom support Areas

- 5.8.1. Provide a duress button inside the judge's private chambers at their desk.
- 5.8.2. If a security room or desk is present provide a duress button at that location
- 5.8.3. Provide duress buttons in all offices dealing with treatment programs and/or family law.
- 5.8.4. OJD SEPO will review and approve the duress monitoring procedures prior to activation of the duress monitoring system.



Installation Requirements

5.9. General Expectations

- 5.9.1. The installer must verify the exact nature and existing conditions of the site area, as well as the requirements of the specification for the extent and quality of work to be performed. Failure to adequately assess these factors will not relieve the installer of the obligation to conform to the requirements of the specification.
 - 5.9.1.1. Many of the Courthouses are registered and maintained as buildings of historical significance. Along with this designation are limitations to how the appearance of the building can be changed or renovated. The security installer must be aware of these restrictions and coordinate all work to comply with the buildings requirements from a historical perspective.
- 5.9.2. All work must comply with appropriate standards as well as country/region, federal, state, county, and local municipality ordinances and regulations.
- 5.9.3. The security installer must supply all tools and equipment necessary to perform the requirements of the specification.
- 5.9.4. The security installer accepts and assumes liability for all damages incurred to facilities and property as a result of negligence of the installer (or its subcontractor's) employees while working at the site.
- 5.9.5. The security installer is responsible for cleaning up any materials and debris that result from the security system installation.
- 5.9.6. The security installer is responsible for the payment of all permits and fees required to complete the installation. The security installer is also responsible for securing and paying for all permits and fees in a timely manner so as not to impede the progress of the work.

5.10. Connections and Splicing

- 5.10.1. All wire connections in junction boxes are to be made by using terminal blocks (or alternately solder and heat shrink, if feasible).
- 5.10.2. All *new* wire must run from junction box to junction box or from junction box to field device with no splices. Any wire spliced will be replaced at the installer's expense.

5.11. Cable installation

- 5.11.1. Route cable parallel and/or perpendicular to the building structure. Low-voltage security system cabling must cross high-voltage cabling at right angles only and not be run parallel to high voltage (110+VAC) cables.

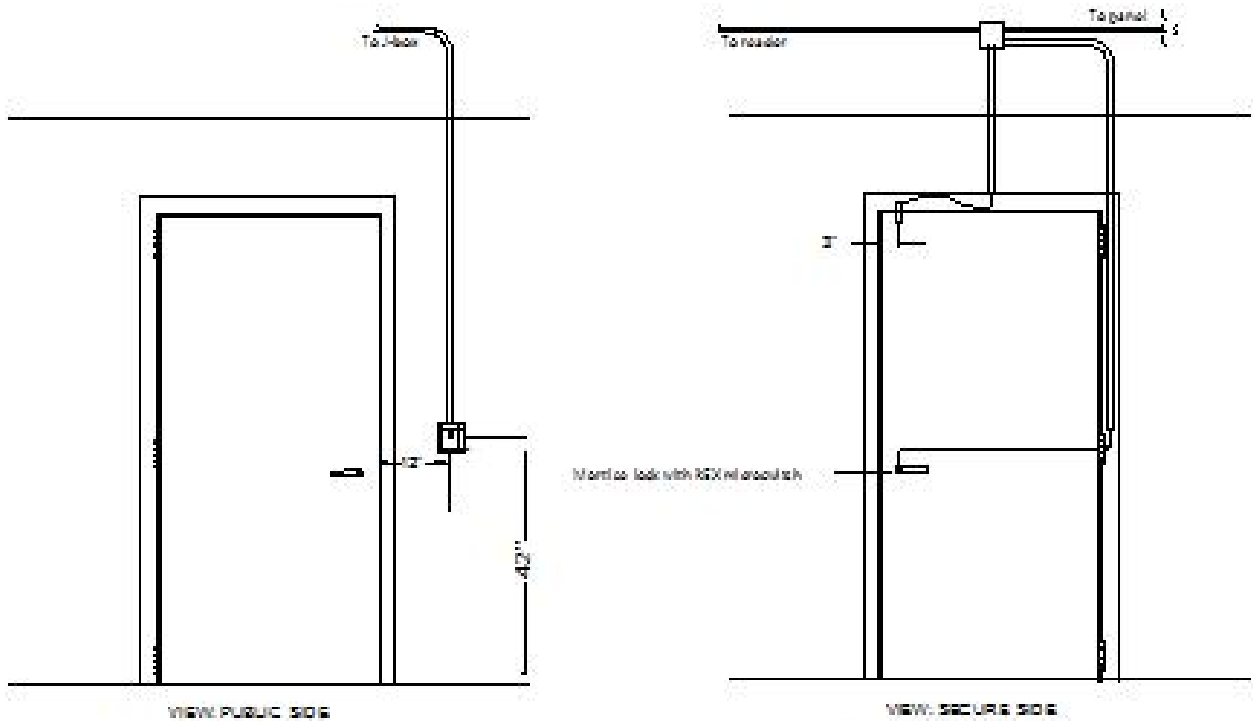


- 5.11.2. Support cable from the building structure with an approved independent support method such as “J” hooks, cable bags, bridals, or D-rings a minimum of every (four 4) feet. When cable is installed in a cable tray, lay cables neatly in the tray. Cables cannot be tied to existing ceiling wire hangers, conduits, pipes, or ducts.
- 5.11.3. All cabling must be labeled with appropriate naming conventions and methods at the head end, demarcation point, and at the device.
- 5.11.4. All cable labels will be self-laminating white vinyl with contrasting black machine-printed ink. This requirement includes any intermediate junction boxes.
- 5.11.5. All access and alarm system cabling must be in a “home run” configuration. That is, all security devices must be individually cabled back from point of origin to a dedicated security rack/cabinet.
- 5.11.6. Cable methods must be consistent with local, state, and national electrical codes.
- 5.11.7. Cable must not rest on or hamper the removal of any ceiling tile.
- 5.11.8. All wire and cabling will be per the specifications called out for a device and the scenario in which it is being used. Wire or cabling along a wire run must not be spliced.

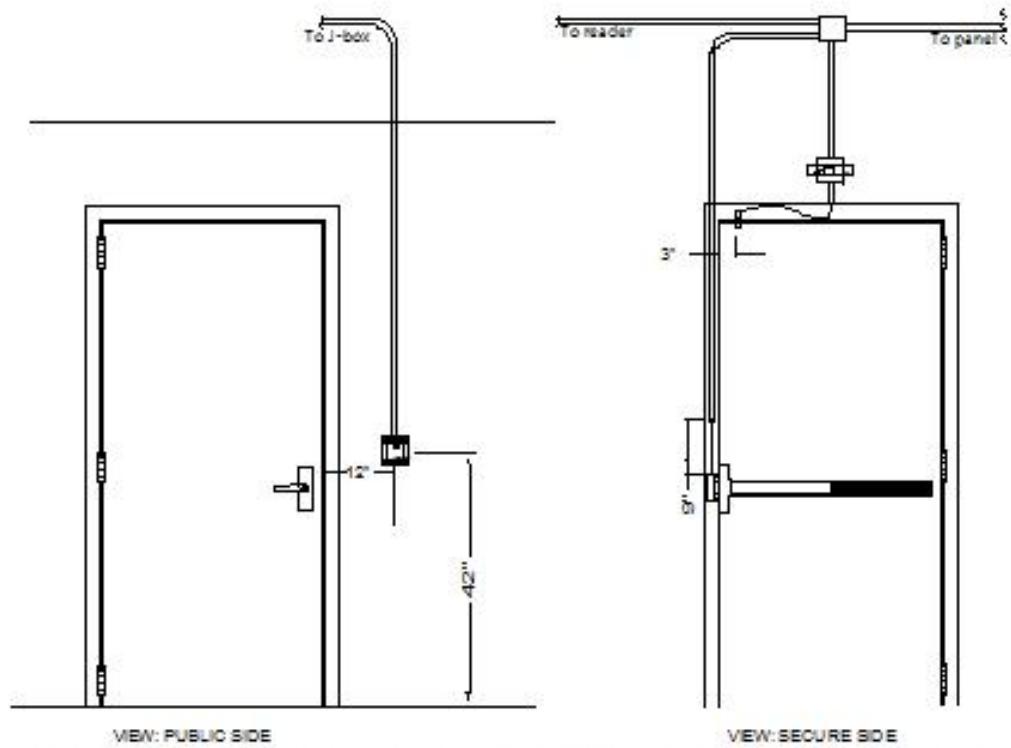
5.12. Security Equipment Installation

- 5.12.1. Equipment will be mounted or secured to the building per the manufacturer’s specifications.
- 5.12.2. All devices will be mounted level or in accordance with natural building lines.
- 5.12.3. Equipment will be used per the manufacturer’s intended design.
- 5.12.4. Equipment will be mounted per handicapped-accessible regulations (ADA or otherwise) that apply to that location. It is the installer’s responsibility to verify mounting heights based on the areas in the building where the devices will be mounted.
- 5.12.5. All junction boxes and field devices will be mounted with hardware appropriate for the device size and weight.
- 5.12.6. All field devices must be supervised with end-of-line (EOL) resistors as specified by the equipment manufacturer and the EOL resistors for all field devices must be located at the end of the line (at the field device), and not in the head-end panels. The only exception to this is for tamper switches located in the local panel.

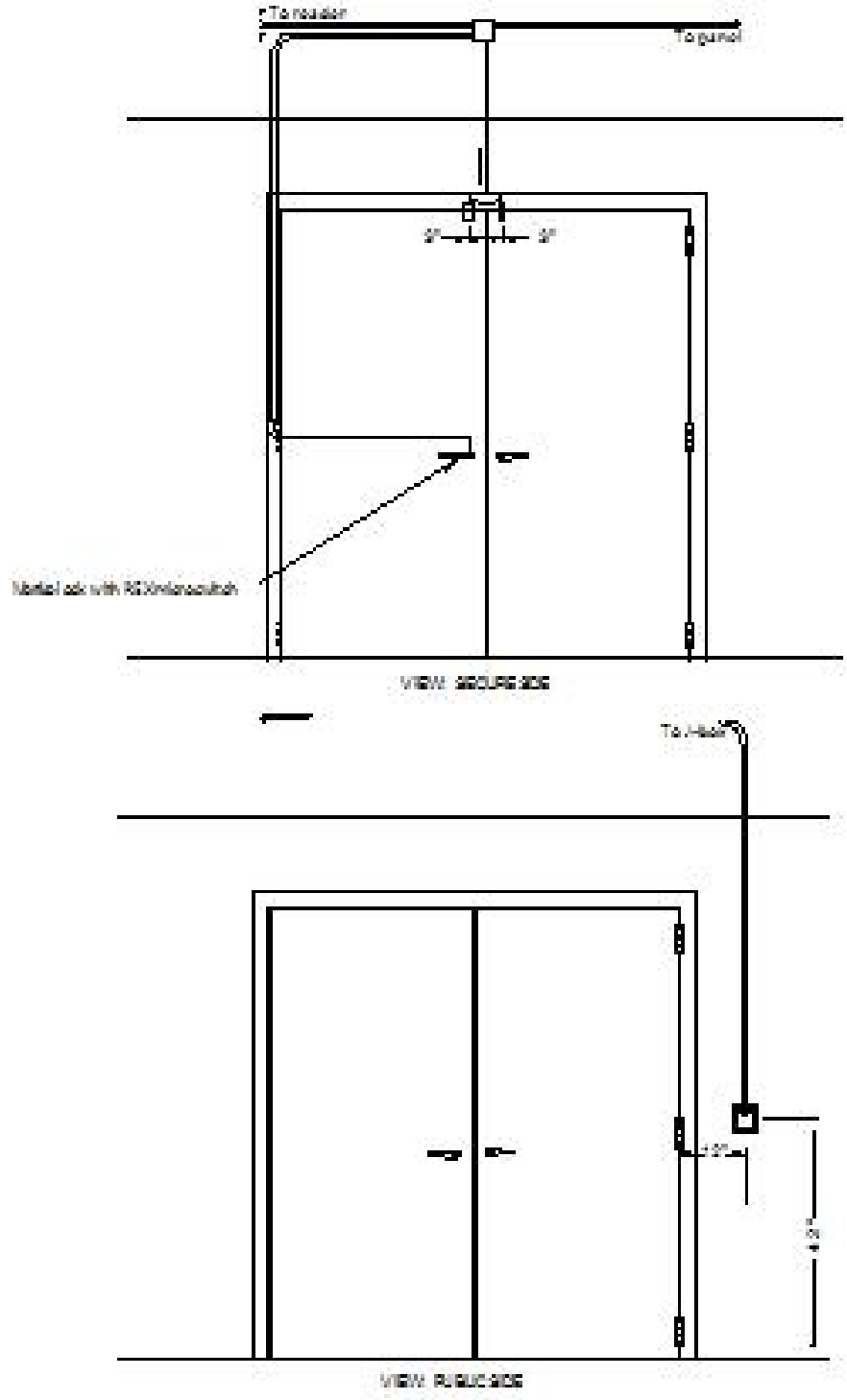
5.13. APPENDIX A-Typical and Detail Drawings



SINGLE CARD READER DOOR DETAIL: CARD IN/ MORTISE LOCK WITH REX



SINGLE CARD READER DOOR DETAIL: CARD IN/ELECTRIC STRIKE

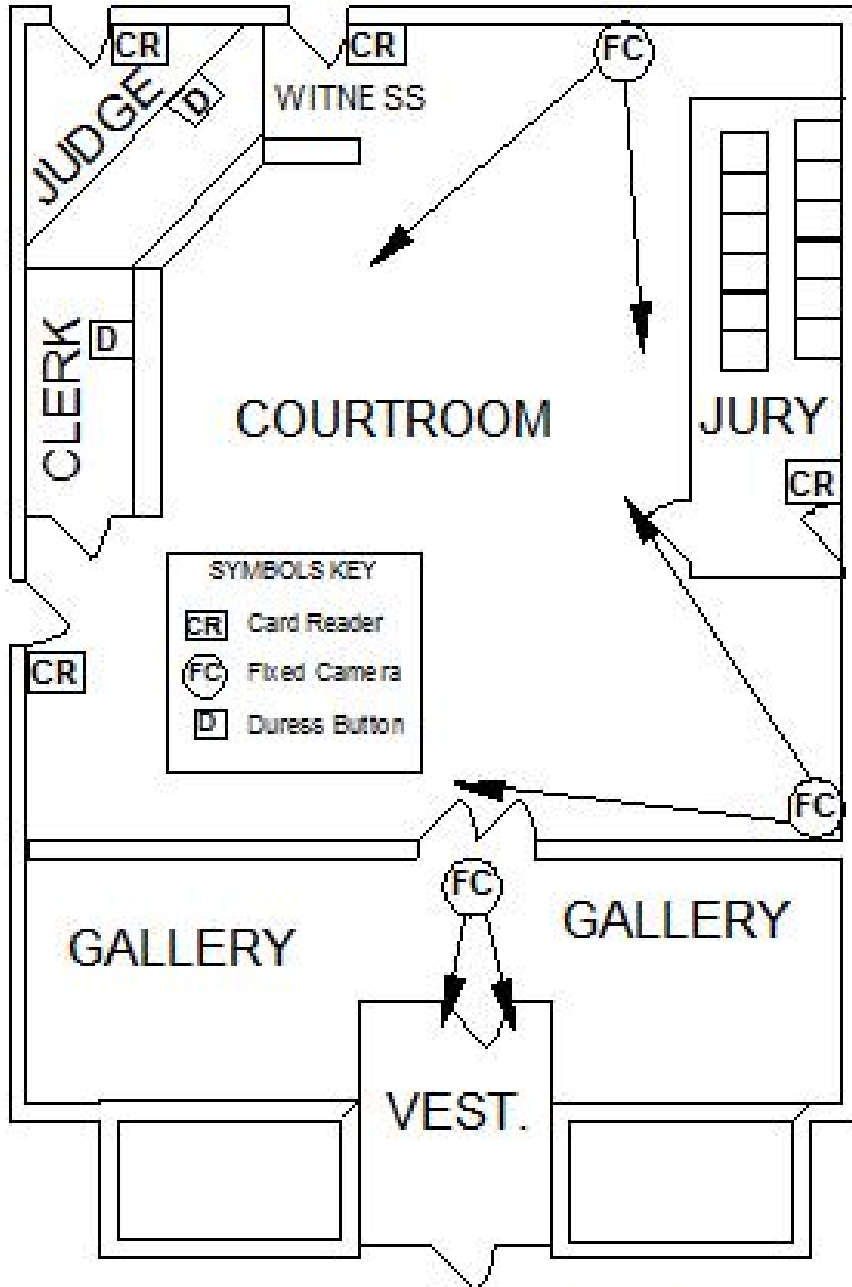


DOUBLE DOOR DETAIL: CARD IN/MORTISE LOCK WITH REX SWITCH



Oregon Courts

Oregon Judicial Department



TYPICAL COURTROOM SECURITY EQUIPMENT LAYOUT

Court Facilities



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Approval of Resolution 2023-040 establishing Solid Waste Disposal Fee Waivers for Fiscal Year 2024

RECOMMENDED MOTION:

Move approval of Resolution 2023-040.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners has established a policy where non-profit organizations which reuse or resell used goods, such as thrift stores, are allowed solid waste disposal fee waivers. Qualified organizations benefit the solid waste system by diverting waste from disposal at Knott Landfill. The policy establishes a maximum amount of \$5,000 for participating organizations, with total funding of \$45,000 this program. For FY24, eleven non-profit organizations have applied for the program and the department is proposing a total of \$40,000 in fee waivers, with six of the organizations receiving the maximum \$5,000 amount (see attached table for historical use and distribution summary).

In addition to the thrift store fee waivers, the Board has given the Director of Solid Waste authority to grant fee waivers on a case-by-case basis. Typically, these waivers are granted to groups doing clean-up projects on public lands or similar efforts. The Solid Waste Department also works with the Community Development Department to provide fee waivers to assist in solid waste code enforcement efforts. In FY23, \$4,791 and \$2,783 in fee waivers were granted for these programs respectively (see attached table).

BUDGET IMPACTS:

The fee waivers do not result in any expenditures by the Department and are considered lost revenue.

ATTENDANCE:

Tim Brownell, Director of Solid Waste

**Board Authorized Fee Waivers
Non-Profit Thrift Stores**

ACCT #	NON-PROFIT ENTITY	CREDIT FY 15-16	CREDIT FY 16-17	CREDIT FY 17-18	CREDIT FY 18-19	CREDIT FY 19-20	CREDIT FY 20-21	CREDIT FY 21-22	CREDIT FY 22-23	USED THRU 5/31/2023	UNUSED CREDIT	REQUEST FY 23-24	RECOMM FY 23-24
1856	City Care/City Thrift	3,000.00	2,000.00	2,000.00	2,000.00	2,000.00	3,000.00	4,000.00	4,000.00	261.00	3,739.00	4,000.00	2,000.00
2050	Bend-Redmond Habitat for Humanity	5,500.00	5,500.00	7,000.00	7,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00	20,000.00	5,000.00
1117	Sisters Habitat for Humanity	2,500.00	2,500.00	2,500.00	2,500.00	3,000.00	3,000.00	2,500.00	2,500.00	843.00	1,657.00	2,500.00	2,500.00
1140	Humane Society of Central Oregon	3,000.00	4,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	3,564.00	1,436.00	5,000.00	5,000.00
1840	Brightside Animal Center	5,000.00	5,000.00	5,000.00	5,000.00	3,500.00	4,000.00	5,000.00	5,000.00	2,806.00	2,194.00	13,625.53	5,000.00
1208	Opportunity Foundation of Central Oregon	4,750.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	2,658.00	2,342.00	12,500.00	5,000.00
1266	Second Tern Thrift Shop	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	263.00	237.00	500.00	500.00
1833	St Vincent DePaul LaPine	1,750.00	1,750.00	2,000.00	2,500.00	3,000.00	3,000.00	3,500.00	3,500.00	1,029.00	2,471.00	3,000.00	3,000.00
1831	St Vincent DePaul Redmond	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	4,436.00	564.00	11,000.00	5,000.00
1874	Teen Challenge Thrift Store	2,500.00	3,000.00	3,000.00	3,500.00	3,500.00	3,700.00	4,000.00	5,000.00	1,836.00	3,164.00	5,000.00	5,000.00
2103	Furnish Hope							1,600.00	1,600.00	948.00	652.00	1,600.00	2,000.00
TOTAL		33,500.00	34,250.00	37,000.00	38,500.00	35,500.00	37,200.00	41,100.00	42,100.00	23,644.00	18,456.00	78,725.53	40,000.00

FY 19-20: Bend & Redmond Habitat for Humanity combined into one entity

FY 21-22: Opportunity Foundation closed the Bend location in FY 20-21, the FY 21-22 request is for the Redmond location

New non-profit entity request for Furnish Hope who gathers, warehouses, redistributes and delivers donated home essentials to families referred to them

FY23 Solid Waste Discretionary Fee Waivers

Special Request Waivers

	2022							2023					Total	
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY		
1868	CENTRAL OREGON VETERANS OUTREACH	\$ 27.00	\$ 66.00	\$ 51.00		\$ 24.00	\$ 42.00	\$ 21.00	\$ 33.00		\$ 45.00	\$ 24.00	\$ 42.00	\$ 375.00
8260	CENTRAL CHRISTIAN SCHOOLS		\$ 81.00											\$ 81.00
8261	FREEDOM FOR GREAT APES						\$ 18.00							\$ 18.00
TOTAL		\$ 27.00	\$ 147.00	\$ 51.00	\$ -	\$ 24.00	\$ 60.00	\$ 21.00	\$ 33.00	\$ -	\$ 45.00	\$ 24.00	\$ 42.00	\$ 474.00

Homeless Camp/Public Lands Cleanup Waivers

1477	OREGON STATE FISH & WILDLIFE/RIVERSIDE VEGETATION MGMT	\$ 12.00	\$ 12.00	\$ 12.00		\$ 92.00								\$ 128.00
2126	PUBLIC LAND STEWARDS/CHINA HAT CLEAN UP	\$ 303.00	\$ 291.00	\$ 75.00	\$ 783.00	\$ 111.00	\$ 129.00		\$ 102.00		\$ 123.00	\$ 96.00	\$ 111.00	\$ 2,124.00
8043	SOLV/SISTERS FOREST CLEAN UP			\$ 84.00	\$ 36.00									\$ 120.00
8059	WANDERLUST TOURS/CHINA HAT CLEAN UP												\$ 12.00	\$ 12.00
8188	CROOKED RIVER RANCH ATV RIDERS/BLM CLEAN UP					\$ 174.00								\$ 174.00
8256	DISCOVER YOUR FORESTS/CHINA HAT CLEAN UP										\$ 1,935.00			\$ 1,935.00
8258	PATRICIA SMITH/USFS HOMELESS CAMP CLEAN UP												\$ 64.00	\$ 64.00
8259	AMERICAN LEGION POST 45/WICKIUP RESERVOIR CLEAN UP	\$ 18.00												\$ 18.00
8267	HIGH DESERT PEACE KITCHEN/SISTERS FOREST CLEAN UP				\$ 84.00									\$ 84.00
8273	MENDOZA GROUP/USFS S. COUNTY HOMELESS CAMP CLEAN UP												\$ 108.00	\$ 108.00
8274	LINDA RIDDLE/USFS S. COUNTY CLEAN UP												\$ 24.00	\$ 24.00
TOTAL		\$ 333.00	\$ 303.00	\$ 171.00	\$ 903.00	\$ 377.00	\$ 129.00	\$ -	\$ 102.00	\$ -	\$ 123.00	\$ 2,031.00	\$ 319.00	\$ 4,791.00

Code Enforcement Property Cleanup Waivers

8245	TAMMY GALLAGHER	\$ 85.00			\$ 28.00									\$ 113.00
8262	CHRIS MILLER			\$ 68.00			\$ 68.00							\$ 136.00
8263	DAVID LEE HILL			\$ 300.00	\$ 184.00									\$ 484.00
8264	MANDEE SEELEY			\$ 172.00										\$ 172.00
8265	JAMES & KATHERINE FLOYD				\$ 492.00									\$ 492.00
8268	KAREN MCMAHAN								\$ 52.00	\$ 60.00	\$ 24.00	\$ 108.00	\$ 84.00	\$ 328.00
8269	APRIL JUDY												\$ 615.00	\$ 615.00
8270	CATHY JORDAN								\$ 20.00					\$ 20.00
8271	DON ROSS									\$ 72.00	\$ 28.00	\$ 12.00	\$ 32.00	\$ 144.00
8272	FRED ELSNAU										\$ 45.00	\$ 75.00	\$ 159.00	\$ 279.00
TOTAL		\$ 85.00	\$ -	\$ 540.00	\$ 704.00	\$ -	\$ 68.00	\$ -	\$ 72.00	\$ 132.00	\$ 97.00	\$ 195.00	\$ 890.00	\$ 2,783.00

REVIEWED

LEGAL COUNSEL

06/28/2023 Item #11.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Amending Resolution 2001-038 *
To Establish Solid Waste Disposal Fee * RESOLUTION NO.
Waiver Amounts for the 2023-2024 Fiscal * 2023-040
Year

WHEREAS, the Board of County Commissioners has determined that the public interest is served by waiving solid waste disposal fees, to a limited dollar amount, for certain organizations within Deschutes County, and

WHEREAS, the Board has established a policy, through Resolution 2001-038, for the waiver of such fees, and

WHEREAS, the Board has determined that Resolution 2001-038 will continue in full force and effect with the following exceptions, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. The maximum aggregate amount of fee waivers authorized each year shall be forty-five thousand dollars (\$45,000). The maximum individual amount of fee waiver authorized each year shall be five thousand dollars (\$5,000).

Section 1. Exhibit "A", attached hereto and made a part hereof, constitutes a list of organizations to receive solid waste disposal fee waivers, and the maximum dollar amount of such fee waivers to be credited to their account by the Solid Waste Department for Fiscal Year 2023-2024.

DATED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

ATTEST:

PATTI ADAIR, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

Exhibit A

FY 2023-24 Disposal Fee Credits

Total Amount Allocated - \$40,000.00

<u>ORGANIZATION</u>	<u>FY 23-24 CREDIT</u>
1856 City Care/City Thrift	\$2,000.00
2050 Habitat for Humanity – Bend/Redmond	\$5,000.00
1117 Habitat for Humanity – Sisters	\$2,500.00
1140 Humane Society of Central Oregon	\$5,000.00
1840 Brightside Animal Center	\$5,000.00
1208 Opportunity Foundation	\$5,000.00
1266 Second Tern Thrift Shop	\$ 500.00
1833 St Vincent DePaul – La Pine	\$3,000.00
1831 St Vincent DePaul – Redmond	\$5,000.00
1874 Teen Challenge Thrift Store	\$5,000.00
2103 Furnish Hope	\$2,000.00



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: CORE3 project land use entitlement applications

RECOMMENDED MOTION:

Move approval of Board Order No. 2023-027 authorizing the Deschutes County Property Manager to sign land use entitlement applications and associated documents for the CORE3 project.

BACKGROUND AND POLICY IMPLICATIONS:

In March 2022, your Board executed a Memorandum of Understanding (MOU) to memorialize the Central Oregon Ready Response Resilient (CORE3) Agreement. The MOU defined the mission of CORE3 “To deliver high caliber public safety training and emergency coordination facility that enhances public safety, builds resilience, and mitigates risk.” The project’s vision is “A model center in Central Oregon for public safety providers, which delivers superior collaborative emergency services training and coordination across disciplines, creating a safe and resilient Oregon.”

Upon executing the MOU, 20 state and local public partners throughout the tri-county area were signatory to the document, and since that time the number of public partners has increased to 27. The MOU further defined partner roles, the project decision making process through establishing an Executive Council (EC), and recognized Central Oregon Intergovernmental Council (COIC) as the fiscal administrator and project manager for the CORE3 project. Additionally, your Board reserved a +/- 300-acre area of County-owned property in east Redmond, specifically located within Map and Tax Lot 1513000000103. The property was appraised in January 2022 and valued at \$16,300,000 or \$54,450/acre (rounded to the nearest \$100).

In early January 2022, COIC issued a Request for Proposal (RFP) to procure consulting services for developing a master plan and securing land use entitlements for the proposed CORE3 facility. The professional services contract was awarded to SERA Architects (SERA), which was executed between COIC and SERA April 1, 2022.

Over the last year, SERA in coordination with Winterbrook Planning, Kittelson & Associates, and HHPR Inc. (Team), have guided the CORE3 project management team and executive

council through a rough site design process as part of the required preparation to submit for land use entitlements to the City of Redmond. To date, the Team has prepared land use entitlement applications and associated documents for 1) Comprehensive Plan Text Amendment, 2) Urban Growth Boundary Amendment, 3) Master Development Plan, 4) Redmond Zone Changes, Annexation, & Land Partition, and 5) Deschutes County Plan Map & Zone Change.

The land use entitlement applications are finalized and ready to submit to the City and Deschutes County Community Development Department. The estimated timeline for land use entitlements is by the end of the calendar year.

In the coming months, CORE3 stakeholders will return to your Board to present an Intergovernmental Agreement to outline the terms and conditions to convey the +/- 300-acres to COIC as an interim owner of the property until a separate entity is created and established for CORE3.

BUDGET IMPACTS:

County-owned +/- 300-acres valued at \$16,300,000

ATTENDANCE:

Kristie Bollinger, Property Manager

Scott Aycock, Community and Economic Development Director at COIC

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County *
Property Manager, Kristie Bollinger as the * ORDER NO. 2023-027
Deschutes County Representative to Sign Land *
Use Entitlement Applications and Associated *
Documents for the CORE3 Project *

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the property manager to sign land use entitlement applications and associated documents for the CORE3 project; and

WHEREAS, in March 2022, Deschutes County Board of Commissioners entered into a memorandum of understanding (MOU) to memorialize the Central Oregon Response Resilient (CORE3) Agreement; and

WHEREAS, the MOU included 20 state and local public partners throughout the tri-county area and since has increased to at least 27 public partners; and

WHEREAS, the MOU further defined partner roles, a project decision making process through establishing an executive council (EC), and recognized Central Oregon Intergovernmental Council (COIC) as the fiscal administrator and project manager for the CORE3 project; and

WHEREAS, the MOU included the Deschutes County Board of Commissioners reserving +/-300-acres of County-owned property for the CORE3 project; and

WHEREAS, since the time the MOU was memorialized, the project consultant team has guided the project management team and executive council through a rough site design process to prepare to submit land use entitlement applications to the City of Redmond (City); and

WHEREAS, the land use entitlement applications and associated documents are ready to be submitted to the City, which will include 1) Comprehensive Plan Text Amendment, 2) Urban Growth Boundary Amendment, 3) Master Development Plan, 4) Redmond Zone Changes, Annexation, & Land Partition, and 5) Deschutes County Plan Map & Zone Change; now, THEREFORE,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. The Deschutes County Property Manager, Kristie Bollinger is the designated Deschutes County representative authorized to sign land use entitlement applications and associated documents for the CORE3 project.

SIGNATURES ON FOLLOWING PAGE

Dated this _____ of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

Central Oregon Intergovernmental Council: Central Oregon Ready, Responsive, Resilient (CORE3) Facility



Figure 1 CORE3 Facility Master Development Plan

Introduction to Land Use Applications

Prepared by Winterbrook Planning
In coordination with SERA Architects, Kittelson & Associates, and HHPR Inc.
This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development.
The contents of this document do not necessarily reflect the views or policies of the State of Oregon.

INTERNAL DRAFT June 2023



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Application Narratives:



Introduction to Land Use Applications

- Part 1. Comprehensive Plan Text Amendment
- Part 2. Urban Growth Boundary Amendment
- Part 3. Master Development Plan
- Part 4. Redmond Zone Change, Annexation, & Land Partition
- Part 5. Deschutes County Plan Map & Zone Change

General Information

Applicant:	Central Oregon Intergovernmental Council (COIC) Scott Aycock, COIC Community and Economic Development Director, 1250 NE Bear Creek Rd. Bend, OR 97701 541-390-4653, SCotta@COIC.org
Representative:	Jesse Winterowd, AICP, Winterbrook Planning 610 SW Alder Street, Suite 810 Portland, OR 97205 503-827-4422 ext. 109, Jesse@WinterbrookPlanning.com
Property Owner:	Kristie Bollinger, Deschutes County Property Management 14 NW Kearney Avenue Bend, OR 97703 541-385-1414
Site Address:	No Situs
Tax Lot ID:	151300-00-00103
Current Zoning:	Deschutes County Exclusive Farm Use – Alfalfa Subzone
Proposed Zoning:	City of Redmond Public Facility
Proposal:	Introduction to a series of land use applications necessary to permit the CORE3 facility in the City of Redmond. The facility is proposed on a site currently within Redmond's URA. Development on this site will require eight consecutive land use applications in five narrative parts.

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 - D.2 Water and Sewer Capacity Analysis/Commitment
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- Appendix F. Site Selection Analysis
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 - I.7 Sign Posting Evidence

Reference Documents

- City of Redmond Comprehensive Plan (2020)
- City of Redmond Transportation System Plan (2020)
- City of Redmond Economic Opportunity Analysis (2020)
- City of Redmond Parks Master Plan (2018)
- Deschutes County Transportation System Plan (2010)
- City of Redmond UGB Adjustment, Redmond Ordinance No. 2020-01 (2019)

Abbreviations

- (BLM) Federal Bureau of Land Management
- (BOCC) Board of Deschutes County Commissioners
- (COIC) Central Oregon Intergovernmental Council
- (CORE3) Central Oregon Ready, Responsive, Resilient
- (DLCD) the Oregon Department of Land Conservation and Development
- (DCC) Deschutes County Code
- (DCCP) Deschutes County Comprehensive Plan
- (ECC) Emergency Communications Center
- (EFU) Deschutes County Exclusive Farm Use Zone
- (EOA) Economic Opportunities Analysis

- (EVOC) Emergency Vehicle Operator Course
- (FEMA) Federal Emergency Management Agency
- (JMA) Redmond-Deschutes County Joint Management Agreement
- (MDP) City of Redmond Master Development Plan
- (OAR) Oregon Administrative Rules
- (ODOT) Oregon Department of Transportation
- (ORS) Oregon Revised Statutes
- (PF) City of Redmond Public Facility Zone
- (RCP) Redmond Comprehensive Plan
- (RDC) Redmond Development Code
- (RUUGA) Redmond Unincorporated Urban Growth Area
- (TGR) Trip Generation Report
- (TPR) Transportation Planning Rule – OAR Chapter 660, Division 012
- (TSP) Transportation System Plan
- (UGB) or (RUGB) Redmond Urban Growth Boundary
- (UGB Rule) the Urban Growth Boundary Rule – OAR Chapter 660, Division 024
- (URA) or (RURA) Redmond Urban Reserve Area
- (UH-10) Deschutes County Urban Holding Zone

1 Project Context and Vision

The Central Oregon Ready, Responsive, Resilient (CORE3)¹ facility will address a critical need for both a centralized public safety training facility and a coordination center for emergency response operations. The CORE3 facility will fulfill a local, regional, and state public facilities need in the following ways:

- **Training Facilities:** Central Oregon has insufficient facilities to meet existing, minimum mandatory training needs of public safety personnel. In a growing region, the need for trained public safety and emergency service professionals is increasing, and the CORE3 facility will incorporate industry best practices to ensure that the best training is provided to those that need it. There are significant operational and performance benefits and financial efficiencies to co-locating these facilities. The CORE3 facility will enable multiple emergency response agencies to coordinate logistics during the training stage, rather than having to do so in the field while responding to an emergency. It will also enable multiple agencies to share certain program elements, reducing the public funds needed for construction overall.
- **Emergency Coordination Center:** This facility will serve as a dedicated, multi-agency coordination center for emergency operations and regional recovery, as well as a centralized base for disaster response coordination that the region currently lacks.
- **Classrooms and Practical Learning Spaces:** The facility will provide opportunities for Central Oregon Community College's wildland and structural fire, criminal justice, and other related programs. This effort will further support public safety and provide workforce training.
- **State Resiliency Center:** U.S. Highway 97 has been identified by local, state, and the federal emergency management agency as a critical facility and the community of Redmond as a staging site for emergency response and recovery efforts during the event of a major natural disaster. In the occurrence of a Cascadia subduction zone event, the CORE3 facility, sited on E. HWY 126 that runs directly to HWY 97, will be critical to statewide emergency response efforts because there is far less likelihood of damage to facilities in Central Oregon than in the western portion of the state – including the state capital of Salem. CORE3 is envisioned as space for the continuity of state governance in the first weeks and months after a catastrophic event. Proximity to the Redmond Airport will be essential in this and other major regional disruption events.



Figure 2 "The Big One", Readers Digest

¹ Previously known as the Regional Emergency Services Training and Coordination Center (RESTCC).

The CORE3 facility is the result of a regional effort led by the Central Oregon Intergovernmental Council (COIC). COIC serves as a neutral convener on behalf of Central Oregon's local governments and public safety agencies, as well as several state agencies. COIC does not have a service provision role in emergency management or related services but has facilitated regional coordination for the conceptualization and implementation of the CORE3 facility.

In September of 2020, a [Strategic Business Plan](#) (see Appendix G.1) was prepared for COIC that provided an assessment of current emergency services and training capacity and identified additional training needs and facilities necessary for regional emergency relief response capacity. The plan highlighted some preliminary sites that could support the CORE3 facility in and around the City of Redmond. Specifically, the report defined locational needs and site characteristics for any future CORE3 site and pointed to a preferred site – the southern 300 acres of a roughly 1,800-acre Deschutes County-owned parcel near the Redmond Municipal Airport (see Figure 3). The property is outside the City of Redmond city limits and Urban Growth Boundary (UGB), but it is within the City's Urban Reserve Area (URA).

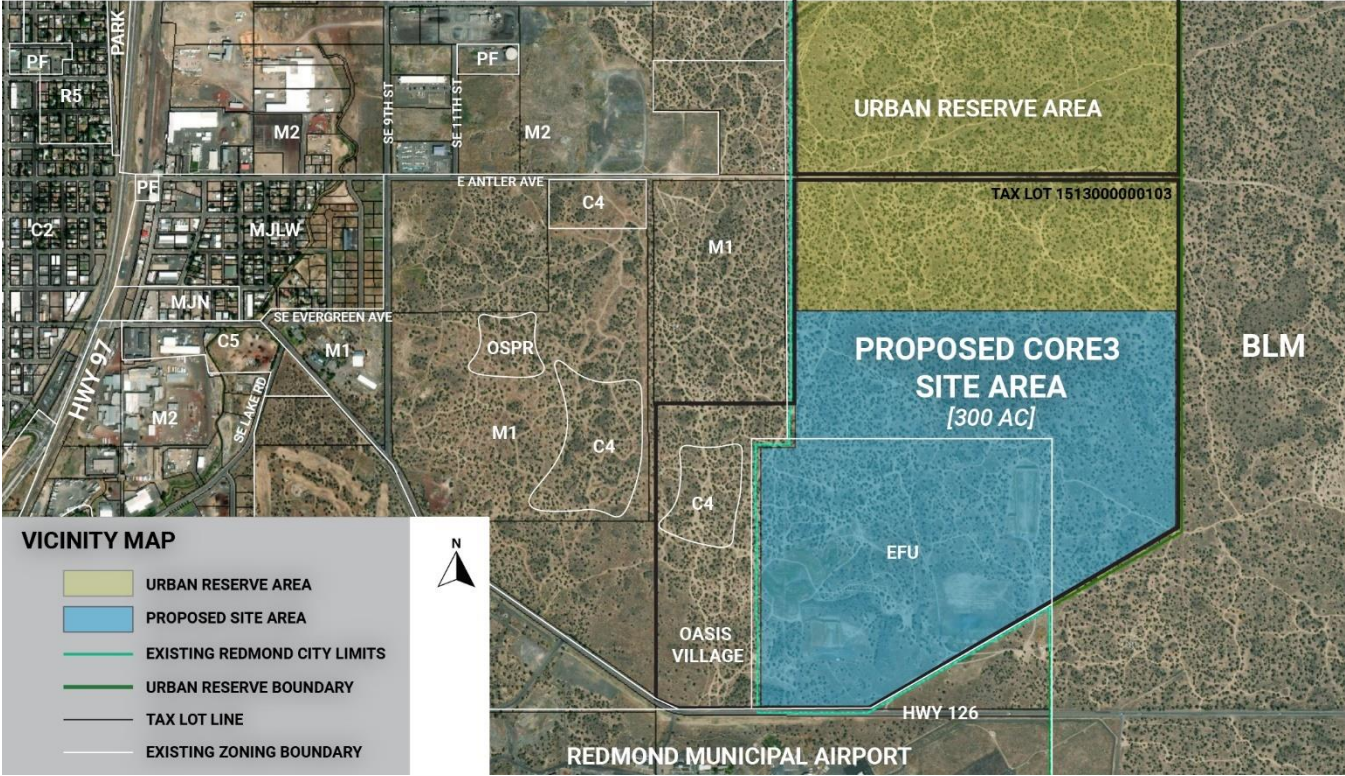


Figure 3 Vicinity Map

2 Implementation

Winterbrook conducted a detailed analysis of all lands within the City of Redmond's UGB, URA and up to 1.5 miles from the UGB to identify the best site for the CORE3 facility, considering a series of site and locational needs:

- 300 contiguous acres of suitable vacant land
- Within one-quarter mile of the Redmond Airport
- Direct access to a state highway without the need to travel through designated residential or commercial areas.

Like the Strategic Business Plan (Appendix G.1), this analysis also identified the subject site as the optimal site. For more detailed information, please see Appendix F. Site Selection Analysis. As shown in Figure 3, the subject site is outside of the existing Redmond UGB but within the Redmond URA. Because of this, an Urban Growth Boundary amendment and a series of land use applications are required to permit the CORE3 facility at this location.

2.1 Applications

This Introduction provides broad context for eight applications required for CORE3 land use entitlements. Applications are designed to be heard consecutively by decision makers to provide the full project context. The eight requested applications are contained in the following five narrative parts:

- Part 1. Comprehensive Plan Text Amendment:** A new comprehensive plan policy is proposed to support the identified regional public facilities need. This new policy describes needed site and locational characteristics for the facility.
- Part 2. Urban Growth Boundary Amendment:** The subject site must be included into the City of Redmond's UGB. UGB expansions must be consistent with Statewide Planning Goal 14 (Urbanization) and its implementing rule (OAR Chapter 660, Division 024).
- Part 3. Master Development Plan (MDP):** MDPs are required as a condition of annexation and development. The MDP must demonstrate consistency with applicable Great Neighborhood Principles (RDC 8.0270.3.C.14). See page 11 for discussion of the MDP.
- Part 4. Redmond Zone Change, Annexation, & Land Partition:** Any future development, consistent with the MDP, will require a zone change from County Urban Holding (UH-10) to the City Public Facility (PF) zone, annexation into the city limits, and a land partition of tax lot 151300-00-00103 to create a 300-acre parcel on the southern portion of the subject site.
- Part 5. Deschutes County Plan Map & Zone Change:** Concurrent with city land use applications, dual map amendments are required in Deschutes County to move from County Exclusive Farm Use (EFU) to County UH-10. This will allow the rezoning and annexation applications contained in Part 4.

All application parts contain their relevant approval criteria and demonstrate individual consistency with applicable Statewide Planning Goals, state rules, statutes, and local criteria and plans. For example, Redmond Comprehensive Plan (RCP) policies relating to Part 1. Comprehensive Plan Text Amendment are different from the relevant RCP policies addressed in Parts 2 or 3. Additional applications will be required for project development and are not included

at this stage of the planning process. Among them include Redmond Site and Design Review, public works and building permits.

To aid in project development and to help prove consistency with approval criteria, Winterbrook consulted a variety of reports and planning documents from the City of Redmond and other agencies. Below is a list of materials referenced, some of which are included as appendices to this application package.

- **Strategic Business Plan (Appendix G.1):** The COIC commissioned a 2020 report to plan for the future CORE3 facility (which at that time was branded the RESTCC). Information from this document helped inform site requirements and programmatic details.
- **Intergovernmental Agreement (Appendix G.2):** This agreement between the City of Redmond and Deschutes County, passed in 2007, establishes the process for providing an orderly transition of urban services from county to city jurisdiction, including plan and map amendments in the Redmond URA into the UGB.
- **Oregon Emergency Services Center Viability Assessment (Appendix G.3):** This June 2018 report prepared by the University of Oregon's Partnership for Disaster Resilience found a strong regional need for an emergency services center in Central Oregon.
- **City of Redmond Development Code:** Contains requirements for requested applications.
- **City of Redmond Comprehensive Plan:** All proposals must comply with RCP policies.
- **City of Redmond Transportation System Plan and Deschutes County Transportation System Plan (TSP):** These TSPs were consulted both to facilitate long-range transportation planning in the Redmond URA and to inform the Site Selection Analysis (Appendix F).
- **City of Redmond Economic Opportunities Analysis (EOA):** The Economic Opportunities Analysis assisted in discussions of demonstrated compliance with State-Wide planning Goal 9: Economy of the State.
- **City of Redmond Parks Master Plan:** The Parks Master Plan assisted in discussions of demonstrated compliance with State-Wide planning Goal 8: Recreation Needs.
- **Deschutes County Code (DCC):** Titles 18-23 of the DCC contain county zoning regulations and county comprehensive plan policies.
- **City of Redmond UGB Adjustment (2019):** This 2019 application shows the process by which 156 acres of the subject site was removed from the UGB and "swapped" for another site.

2.2 Subject Site History

The CORE3 facility is proposed on the southern 300 acres of a roughly 1,800-acre Deschutes County-owned parcel near the Redmond Municipal Airport (see Figure 3). Until recently, 156 acres of the 300-acre subject site were included in the Redmond UGB and city limits. An abbreviated site history is as follows:

- 1979: the southern 156-acre portion is shown within Redmond's UGB, zoned Industrial.
- 1980: rezoned Open Space, Parks and Recreation to allow for a fairgrounds project that was ultimately never constructed.
- 1980-2012: the City was unable to rezone the property back to Industrial, constrained by transportation improvements required by the State's Transportation Planning Rule (TPR).
- 2012: Oregon Senate Bill 1544 was adopted. It allowed cities to plan for large lot industrial development, mitigating traffic impacts incrementally. The 156-acre portion of the subject site was rezoned Light Industrial and Heavy Industrial with approval of the Senate Bill.

- 2020: No development occurred between 2012 and 2019. Because of this, it was included in a reconfiguration of the Redmond UGB. The 156-acre portion of the subject site was excluded from the UGB, and a separate 156-acre portion of URA was included into the UGB (see City of Redmond Ordinance No. 2020-01).

Today, the subject site is outside of the UGB, zoned County EFU, but inside the URA. As show on the Existing Conditions Diagram contained in Appendix C., the site contains the former Redmond Rod and Gun Club skeet range and rifle/pistol range, along with the former sheriff's office shooting range and a landfill. The site is largely undeveloped, with multiple unimproved vehicle pathways throughout.

3 Master Development Plan

The CORE3 MDP is shown in Figure 4. The Master Development Plan Set is contained in Appendix C. Application narrative Part 3. MDP contains details on the major program elements and site layout, and responses to approval criteria. This information is summarized in this section.



Figure 4 Master Development Plan

3.1 Major Program Element Types

The MDP shows the full build-out of the site, addressing regional training and emergency response needs in the long term. The features and structures planned for the CORE3 facility generally fall into the following categories:

- Academic and Administrative Facilities;
- Multi-Purposed Scenario Area and Training Props;
- Vehicular Training;
- Specialized Training Areas; and
- Storage and Maintenance.

Multiple structures have dual purposes to serve both immediate training needs and future state resiliency. For instance, the academic and administrative facilities will ordinarily host classrooms, conference rooms, etc., but during the event of a natural disaster these facilities are intended to support an Emergency Communications Center.

Other features to support regional emergency response training activities include: structures for simulations, driving tracks with various terrains, an emergency communications tower, gun range, and general storage for vehicles and fuel.

3.2 Site Concept Plan Layout

The 300-acre CORE3 facility is planned to meet identified facility needs, while buffering activities from one another and from surrounding land uses. As shown on the MDP (Figure 4), large buffers are planned for the western and northern sides of the site, and a proposed public right of way is planned on the western side of the site. These buffers will separate training facilities from land currently within the Redmond UGB to the west and from future urban lands to the north within the URA.

The MDP has been designed to take advantage of key programmatic adjacencies in order to maximize collaborative training opportunities across the different agencies. Similar uses are grouped together, with some internal buffers between functions. A private loop road will provide internal access, and the proposed right-of-way of 21st Ave. will provide public access. With full buildout of all phases, the CORE3 facility will have one primary access and one secondary access onto 21st Ave. The secondary access is proposed for redundancy and emergency response events.

3.3 Great Neighborhood Principles

MDPs must demonstrate consistency with applicable Great Neighborhood Principles, in addition to other local criteria (RDC 8.0270.3.B.1). The CORE3 facility campus will have controlled access for security and safety reasons, limiting access to the general public. The facility's proposed program elements, buildings, and internal transportation system will be restricted to only authorized users. As such, the primary applicability of Great Neighborhood Principles are most relevant around the CORE3 facility's edges. Edge conditions and internal buffer areas have been designed with the Great Neighborhood Principles in mind to better integrate the proposed facility with existing and future adjacent urban uses and the adjacent rural interface.

3.3.1 Transportation

Connect people and places through a complete grid street network and trail system that invites walking and bicycling and provides convenient access to parks, schools, neighborhood service centers, and possible future transit stops. Traffic calming techniques and devices may be required to slow vehicles. Curved streets are encouraged to provide interest and variety in neighborhood design. Trails shall be provided to link with existing or planned pedestrian facilities.

A new public road is proposed along the western side of the site. This road will connect to E. HWY 126, providing access to undeveloped areas within the URA. This road is consistent with Redmond's Eastside Framework Plan. No other transportation facilities are proposed, because CORE3 will be a secure facility that is unavailable to the public.

3.3.2 Open Spaces, Greenways, Recreation

All new neighborhoods shall provide useable open spaces with recreation amenities that are integrated to the larger community. Central parks and plazas shall be used to create public gathering places and should be located in or near the center of the project to the extent practicable. New neighborhoods should retain and incorporate significant geological features such as rock outcroppings or stands of clustered native trees into the design and lot layout. Neighborhood and community parks shall be developed in locations consistent with the Redmond's Parks Master Plan.

While there will not be public access into the site, buffer zones at the northern and western side of the property could include native vegetation that can be viewed from adjacent properties and could contribute to a larger green space context that supports local habitat.

3.3.3 Integrated Design Elements

Streets, civic spaces, signage, and architecture shall be coordinated to establish a coherent and distinct character for the MDP. MDPs may integrate design themes with adjacent developed or planned areas.

The Academic Building will act as a gateway to the facility and be visible from the public right of way. Attention will be given to ensure that it fits within the context of its place and is cohesive with other site elements, signage, etc.

3.3.4 Scenic Views

Identify and preserve scenic views and corridors of the Cascade Range, Ochoco Mountains, and Smith Rock, such as in street view sheds or park areas. Streets and common, or public, open spaces should be located and oriented to capture and preserve scenic views for the public. Minimize visual clutter from signs and utilities within scenic corridors.

While still very much in concept stage, the CORE3 campus will remain sensitive to key view corridors. Attention will also be given to the design of the Administration/Classroom Building that will be visible from E. HWY 126.

3.3.5 Urban – Rural Interface

Urban development shall interface with rural areas through landscaped open space buffers at least 100 feet wide and the length of the urban development, excluding public streets, or

shall be transitioned from higher density development to lower density development at the urban - rural interface.

Land to the west is currently within the UGB and planned for development. Land to the north is within the RURA and will eventually be developed at urban densities. Land to the east is outside of the UGB and RURA and will likely never develop since it's owned by the Federal government. Large buffer areas, exceeding 100 feet, are planned along the western and northern edges of the site. These buffer areas are planned deliberately manage the interface between the campus and its surroundings. These buffer areas will include native vegetation that can be viewed from adjacent properties and could contribute to a larger green space context of the area.

3.3.6 Green Design

Energy-efficient design through solar access setbacks, xeriscaping, and planting of drought-resistant trees to minimize water usage and provide shade.

As resilient facilities, the buildings for the CORE3 campus will be held to a high standard of efficiency and performance to ensure the optimal use of resources and support emergency operations. Native and drought-tolerant vegetation will be prioritized as part of the planting design.

4 Public Facilities

The CORE3 site fronts E. HWY 126, opposite the Redmond Municipal Airport. The site will be served by a new public water main and sanitary sewer line from the proposed right-of-way of 21st Avenue (see Appendix C). Stormwater will be contained on-site.

4.1 Water Service

Potable water service will be provided by extending the existing 16" public water main from the south side of E. HWY 126 at SE Ochoco Way, approximately 1,200 linear feet easterly to the planned right-of-way of 21st Avenue. From there, the public water main will be extended northerly in 21st Avenue approximately 550 linear feet to the project's access road. The CORE3 site will be served by a single potable water service and a single fire service. All on-site domestic and fire water service will be private and isolated from the public water main system.

4.2 Sanitary Sewer Service

Sanitary sewer service will be provided by connecting to the existing 12" public sanitary sewer main along the south of E. HWY 126. The connection will require crossing E. HWY 126 and extending a public sewer main northerly approximately 600 linear feet in future 21st Avenue to the project access road. The CORE 3 site will be served by a single sanitary service. All on-site sanitary sewer will be private and gravity served where possible. Due to project topography, lower lying areas will be served by a private lift station/force main system.

4.3 Stormwater

Stormwater will be collected and dispersed on-site via swales, underground injection control devices (such as drywells), or a combination of both methods.

5 Conclusion

This introduction provides broad context for all decision makers across the eight requested land use applications. These applications are designed to be heard consecutively to provide the full project context. The eight requested applications are contained in the following five application parts:

- Part 1. Comprehensive Plan Text Amendment
- Part 2. Urban Growth Boundary Amendment
- Part 3. Master Development Plan
- Part 4. Redmond Zone Change, Annexation, & Land Partition
- Part 5. Deschutes County Plan Map & Zone Change

Although the applications are related, the applicable Statewide Planning Goals, state rules, statutes, and local criteria and plans are different for each of the requests. Depending on the purview of your review, please view each application part separately for demonstrated compliance.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Consideration of a contract with Central Oregon Bio Solutions for property clean-ups on an as-needed basis

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-372, a contract with Central Oregon Bio Solutions for property clean-ups on an as-needed basis.

BACKGROUND AND POLICY IMPLICATIONS:

Due to the recent code enforcement violations identified by the Deschutes County Community Development Department's Code Enforcement Division on County-owned property in the north Juniper Ridge area, Property Management is securing a vendor that can complete clean-ups of specific sites on an as-needed basis.

Central Oregon Bio Solutions is experienced in initiating comprehensive cleanup protocols which involve general waste, biohazard materials, abandoned vehicles and RVs, and unsafe structures. Bio Solutions has satisfactorily conducted several smaller scale clean-ups for the County and is also under contract with the City of Bend for biohazard clean-up services. This is a cooperative contract in conjunction with the City of Bend's existing contract with Bio Solutions, LLC.

BUDGET IMPACTS:

Up to \$250,000 total cost over the five-year term of the contract.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2023-372**

This Contract is between **DESCHUTES COUNTY**, a political subdivision, acting by and through the Administrative Department, Property Management Division (County) and **JECS, Inc. dba CENTRAL OREGON BIO SOLUTIONS** (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be June 1, 2023 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall be for five (5) years and shall terminate on May 31, 2028. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.
Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.
Contract Documents. This Contract includes Page 1-8; Exhibits 1, 2, 3, 4, 5 and 6; and Attachments A & B

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 740 NE 3rd Street, Suite 3, #348, Bend, Oregon 97701
Federal Tax ID# 82-4159620

Is Contractor a nonresident alien? Yes No
Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 6.


Signature _____
Name: Eric Schaffner

Owner and President
Title _____
Date 5/30/23

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2023

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.

- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

- 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
- 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal

- intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract 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 Contract so executed shall constitute on original.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Eric Schaffner, Owner/President
JECS, Inc. dba Central Oregon Bio Solutions
740 NE 3rd Street, Suite 3, #348

To County:

Kristie Bollinger, Property Manager
Deschutes County Property Management
P.O. Box 6005

Bend, Oregon 97701
 (541) 390-5412
 Email: Eric@cobiosolutions.com

Bend, Oregon 97708-6005
 (541) 385-1414
 Email: Kristie.Bollinger@deschutescounty.gov

- 27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
 - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 30. Representations and Warranties.**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract 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.
 - b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 31. Representation and Covenant.**
- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
 - b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
 - c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

**EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE**

- 1. Contractor shall perform the following work:**
See Attachment "A".
- 2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows: None.
- 3. Consideration.**
 - a. County shall pay Contractor on a fee-for-service basis as outlined in the rates negotiated by the City of Bend in Attachment B.
 - b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES NO [Check one]
- 4. The maximum compensation.**
 - a. The maximum compensation under this contract, including allowable expenses, is **\$250,000.**
 - b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.
- 5. Schedule of Performance or Delivery.**
 - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
 - b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a “claims made” basis must be approved and authorized by Deschutes County.

Contractor Name: JECS, Inc., dba Central Oregon Bio Solutions

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis.

The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Claims Made Policy Approved by County X Not Approved by County

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.
Signature [Signature] Title Owner and President Date 5/30/23

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.

B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.


E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.


Contractor Signature

5/30/23
Date

**EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

Contract No. 2023-372 CO Bio Solutions (JECS, Inc.)

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
Expense Reimbursement

- 1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
- 2. Approved reimbursements:**
- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

c. Lodging.

1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.

2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

d County shall not reimburse Contractor in excess of the lowest fare for any airline ticket or vehicle rental charges.

3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.

2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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.
 - a. If any funds other than federally 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 of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. 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.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.

3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that 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 failure.



Contractor Signature

5/30/23

Date

Attachment A

A. PROCUREMENT PROCESS FOR THIS AGREEMENT

1. JECS, INC., dba CENTRAL OREGON BIO SOLUTIONS currently has a Services Agreement 32000173 with the City of Bend (Attachment "B") and in Section 26. Cooperative Procurement Provision (page 8) which states:

Pursuant to ORS 279A and City of Bend's procurement rules, other public agencies shall have the ability to establish contracts or price agreements under the terms, conditions and prices of the original contract established from this solicitation.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to City of Bend. Any estimated purchase volumes listed herein do not include other public agencies and City of Bend makes no guarantee as to their participation.

Any proposer, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies.

2. Attachment "C" is a letter from the City of Bend, verifying adherence to Oregon Revised Statute (ORS) 279A.215.
3. Deschutes County agrees to participate as a public agency with this Cooperative Procurement Provision.

B. STATEMENT OF WORK

1. **Background.** The work consists of the services necessary to provide encampment cleanup and or removals, and other biohazard remediation of County property and facilities. The Contractor shall furnish all labor, supervision, equipment, and other materials, as necessary, to provide biohazard waste clean-up and disposal in public right of way on an "as needed" basis in accordance with County's solicitation documents and all appropriate Federal, State, and local laws and regulations. Services may include clean-up, disinfect, deodorize, sanitize, and disposal for biohazard waste, such as blood and bodily fluids.

Contractor shall cleanup and transport biohazard waste materials to an appropriate treatment, storage or disposal facility on an "as needed" basis. These actions shall be accomplished in compliance with all Federal requirements including U.S. Environmental Protection Agency (EPA), Oregon Occupational Safety and Health Administration (OSHA), the Oregon Department of Environmental Quality (DEQ), and local regulatory requirements.

Services shall include preparation, management and labor for cleanup of biohazard material. All required personal safety equipment shall be furnished by the Contractor. All safety equipment must meet all applicable OSHA requirements.

2. **Encampment Cleanup and Waste Management.** Contractor shall clean-up abandoned camps and areas of County right of way and County-owned property, on an as-needed basis as directed by County Property Management.

Work typically involves collecting debris and disposing of it at the local solid waste facility. Work may also include the cleanup of biohazard materials such as bodily fluids, sharps, and other chemicals. The Contractor shall provide all labor, materials, tools, equipment, transportation, and supplies required to abate camps within the County property, or County project in a Central Oregon project area and/or jurisdiction of the County. At no time is the Contractor expected to interact with campers or put employees at risk.

Under most circumstances, the Deschutes County Sheriff's Office, or law enforcement officers, will have confiscated known weapons and illegal contraband prior to the arrival of the Contractor. Occasionally an undiscovered cache may be found. Contractor will stop work immediately, contact Deschutes County Sheriff's Office or City Police or law enforcement for the area, and wait for the assigned unit to arrive to process evidence/crime scene.

Encampments may be located on properties shared by County and other agencies. Access may be restricted and Contractor will coordinate entry with County.

Work is typically scheduled Monday through Friday. Occasionally the County may require a camp be abated immediately. The Contractor will provide the County with a phone number where someone will answer 24-hours a day.

Contractor will notify County when the work is complete.

Additional camps and debris may be discovered in the same general area during the course of abatement. Contractor must notify the County's designated representative to obtain authorization prior to proceeding with any additional work.

Large jobs may require special arrangements for taking material to the landfill. Contractor will arrange for disposal of all removed materials.

A list of retained items will be documented by Contractor prior to transport. The Contractor will bag and tag the items and transport them to a place designated by the County, which may include a rented storage unit.

The Contractor will take debris to the landfill. The original weigh ticket will accompany the invoice. Contractor, its employees and subcontractors, shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion.

3. **Schedule and Response Time.** County will schedule abatement with Contractor about the site. Abandoned camps must be cleaned within 48 hours or as determined by the County to decrease the chance of re-occupation and meet the requirements of this Agreement.

If a camp presents an immediate threat, a more urgent response of 24 hours may be required. Contractor is to contact the requestor in a reasonable amount of time if something will interfere with completion of the project as scheduled, which should be a rare occurrence. Continual shifts in schedule can lead to cancellation of this Agreement.

4. **Safety.** The County emphasizes safety in all employee and Contractor performance. Contractor will comply with all other safety rules, protocols, and licensing requirements.

Sometimes it is not possible for trucks and other vehicles to park close to the site, which may result in the debris being carried out of the immediate site. If it cannot be done without vehicles, Contractor will need to coordinate traffic safety and an encroachment permit or a Permit of Entry (POE) with the County to protect employees, passerby(s), and infrastructure that could be damaged.

Work may be performed in inclement weather. Jobsites may be located in heavy foliage, steep embankments, next to train tracks, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor will perform a hazard assessment and provide all training and supplies necessary.

Contractor shall comply with all applicable OSHA, EPA, and DEQ and all other Federal, State and local requirements.

The County reserves the right to periodically review Contractor's training records and licenses.

5. **Payment.** Contractor and County have agreed to the same rate schedule for time and material as agreed to by the Contractor and the City of Bend, which is outlined below in the Contractor's Rate Schedule. The maximum consideration outlined in the rate schedule below between the City of Bend and Contractor is not applicable to this Agreement between the Contractor and County. No amount of work is guaranteed due to the on-call nature of this work.

The County recognizes that the Deschutes County Sheriff's Office or local law enforcement jurisdiction may occasionally direct Contractor to respond at night, defined as between the hours of 5:00PM to 8:00AM, on County observed holidays, and weekends. These responses may be billed at the After Hour Rate and may incur additional storage and movement costs depending on the landfill hours' availability.

No additional billing for costs shall be made, nor shall any payment be made for travel time of any crew or equipment.

Most of the work will be performed with hand tools. Use of specialized equipment will be at the Contractor's expense unless agreed to in advance.

Other Biohazard Remediation. Contractor shall provide cleanup of biohazard waste services on County-owned property including County facilities and County owned vehicles as directed by County Property Manager.

Contractor's Rate Schedule

All other rates shall be billed in 15 minute increments for work completed under this agreement unless otherwise noted below. Total amount shall not exceed \$25,000.00 work billed to the City. No amount of work is guaranteed.

Accident Scene Cleanup			Homeless Encampment Cleanup and Waste Management		
Hours on Scene Projected		3-8	Hours on Scene Projected		2-7
Technicians Required		2	Technicians Required		3
Total Technician Hours		6-12	Total Technician Hours		6-21
Technician Labor Per Hour		\$140	Technician Labor Per Hour, First 2 Hours		\$95
Total Labor Costs		\$840-\$1680	Technician Labor Per Hour, Additional Hours		\$75
			Total Labor Costs		\$670-\$1595
PPE- 2 Techs	\$80 each	\$120	Regular Waste Disposal	Cost + \$0	\$62-\$74
Enzyme Application		\$55	Misc Disposal Costs		\$40
Indicator Application		\$55	PPE	\$15 each	\$45
Disinfectant Application		\$55			
Degreaser Application		\$55			
Biohazard Carton Disposal		\$156			
Regular Waste Disposal	Cost + \$50	\$52			
Shellac/Primer Application (Indoor Only)		\$80			
Misc Pallet Supplies		\$16			
Misc Disposal Costs		\$15			
Misc Cleanup Supplies		\$20			
Expected Costs		\$1507-\$2347			\$717-\$1954
2 or more Biohazard Cartons		\$156 ea	After Hours Rate		\$25 per hour/per tech
Ozone Application in Heavy Odor Situations 12 hour application		\$200			
Odor Reducing Chemical Application		\$55			
Pressure Wash Application		\$150			
After Hours Rate		\$165			
Police Vehicle Cleanup			Facility Exterior or Interior Cleanup		
Flat Rate per hour per technician	\$150		See Accident Cleanup Rates		
Disposal Fee	\$20				
Technicians Required	1				
Holding Cell Cleaning			Recurring Site Clean-up		
Flat Rate per hour each technician	\$125		Flat Rate	\$150	
Disposal Fee	\$20		Additional hour beyond 1st Hour	\$100	
Technicians Required	2		Waste Disposal	\$20	
			Technicians Required	1	



CITY OF BEND

SERVICES AGREEMENT BETWEEN THE CITY OF BEND AND JECS, INC. dba CENTRAL OREGON BIO SOLUTIONS

Contract Number: 32000173

This Services Agreement is between the City of Bend, Oregon ("City") and JECS, Inc. dba Central Oregon Bio Solutions ("Contractor") for services:

RECITALS

- A. The City desires to enter into the Agreement for biohazard cleanup services.
B. Contractor has the training, ability, knowledge, and experience to provide the services desired by the City.
C. Contractor selected through a formal request for proposal process.

TERMS OF AGREEMENT

- 1. Effective Date; Duration. This Agreement shall become effective when signed by both parties and approved by the City's legal counsel. Unless sooner terminated, this Agreement shall expire on November 30, 2020 but may be extended year to year, if agreed by both parties, for an additional four years. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
2. Services. Contractor shall provide biohazard cleanup services which includes, but is not limited to, accident scene cleanup, waste management services in the right of way, vehicle and holding cell cleanup, exterior facility cleanup, and encampment abatement. The services to be provided are described in more detail in Exhibit A, Scope of Work. Contractor shall perform all work in accordance with Exhibit A. The City does not guarantee any quantity of work due to the on-call nature of the services to be provided.
3. Consideration. City shall pay Contractor as set out in Exhibit B, based on time and materials for work performed as set for in the attached Exhibit, but the total payment under this Agreement shall not exceed \$25,000.00. All prices shall be protected from increase for Year 1 of the contract. Any notice of an increase in the fees shall be given to the City at least sixty

(60) days prior to an anniversary date of this Contract. The adjustment is limited to the lesser of the increase in Contractor's published rates charged to all clients for services similar to those Services described in this Contract, or the percentage change during the preceding contract year in the Consumer Price Index for all Urban Consumers (CPI-U), West – Size Class B/C.

- 3.1. Contractor shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.
- 3.2. Invoices will be directed to the City of Bend, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709. Invoices may be emailed to: ap@bendoregon.gov. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business.
- 3.3. Contractor shall reference the Contract Number on invoice.

4. Standard of Care.

Contractor will provide services with the degree of skill and diligence normally employed by Contractors performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the Work, be duly qualified and competent.

5. Termination. The parties may terminate this Agreement as follows:

- 5.1. This Agreement may be terminated at any time by mutual consent of both parties.
- 5.2. City may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
- 5.3. City may terminate this Agreement, effective upon delivery of written notice to the Contractor, or at a later date established by the City under any of the following conditions:
 - (a) City funding is not obtained and continued at levels sufficient to pay for Contractor's Work. The Agreement may be modified to accommodate a reduction in funds. In determining the availability of funds, City may use the biennial budget adopted or modified by the City Council.
 - (b) If federal, state or City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or 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 or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 5.4. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination.
- 5.5. The City by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:
- (a) If the Contractor fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or
 - (b) If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct the failures within 10 days or such longer period as the City may authorize.
- 5.6. Contractor may terminate this Agreement upon 30 days' written notice to City if City fails to pay Contractor pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in the notice.
6. **Access to Records – Files; Confidential Information.**
Contractor shall maintain all books, documents, papers and records relating to the Agreement for at least seven years following completion of the project. Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. City, state and federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. Contractor agrees that all files or other documents generated or in the possession of Contractor related to Contractor's delivery of service are the property of the City and shall be available to the City upon request. Contractor understands the nature of project/projects means that Contractor may be privy to information that is confidential, proprietary or sensitive in nature, which information shall not be disclosed to any third person or entity without the consent of the City of Bend or at the City's direction, either during the term of this Agreement or after its termination. Likewise, any analysis or commentary provided by Contractor of a confidential or sensitive nature shall not be released or disclosed to any person without the consent or direction of the City.
7. **Independent Contractor; Responsibility for Taxes & Withholding.**
- 7.1. The Work to be rendered under this Agreement is that of an independent contractor. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under this Agreement. City does not have the right of

direction or control of the manner in which Contractor delivers the Work under this Agreement or exercise any control over the activities of the Contractor.

7.2. No Agency, Partnership or Joint Venture/Independent Contractor - Neither the City or Contractor, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.

7.3. This Agreement is not intended to entitle the Contractor nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Agreement.

8. **Protection of Property and Responsibility for Damage.**

Due care shall be exercised to avoid injury to property and infrastructure, including but not limited to, existing travel lanes, medians, curbs, legally parked vehicles, signs, and adjacent property. The Contractor shall notify the City Project Manager as soon as practical but within 24 hours of any incidents, accidents or damage resulting from work under this Agreement.

Contractor shall repair all damage resulting from Contractor's work under this Agreement. Repair work must be completed within a two-week period after written notification by City representative. An extension of time may be approved in excess of the two-week period if requested in writing by Contractor. The request shall state the reasons and period of time for the request. Any repair work not completed by Contractor within the designated time period may be done by the City and the cost deducted from monies due Contractor.

This shall not be construed as to relieve Contractor of responsibility for damage to private facilities.

9. **Indemnification.**

Contractor shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims'), that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this contract or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees and volunteers. The Contractor agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

10. **Insurance – Liability.**

10.1 Contractor, at Contractor's own expense, shall procure and maintain in good standing, such customary and usual liability insurance as is required to protect Contractor from claims that may arise out of result from Contractor's operations under this Agreement or for which Contractor may be legally liable. Prior to

execution of this Agreement, Contractor shall provide certificates of insurance for all copies of insurance policies required under this Agreement. Liability insurance will be in an amount at least equal to the City's then current tort liability established by the Oregon Legislature, and shall name the City as additionally insured. Insuring companies or entities are subject to the City acceptance. Contractor shall be liable for all pertinent deductibles, self-insured retentions and/or self insurance, as applicable.

- 10.2 Commercial 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 Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall be in an amount at least equal to the State/DMV requirements.
- 10.3 Contractor, and all subcontractors, shall maintain in full force and effect Worker's Compensation Insurance and Agreement Employer Liability Insurance in compliance Oregon state law.
- 10.4 Contractor shall maintain commercial general liability insurance with a combined single limit of at least \$2,000,000 for each claim, incident or occurrence, \$2,000,000 aggregate. The policy shall name the City of Bend, its officers, agents and employees, as an Additional Insured with respect to the Work to be provided under this Agreement.
- 10.5 Contractor shall notify the City 30 days prior to any material change in the Contractor's insurance covered by this section.
11. **Subrogation.**
Contractor grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Contractor's work or service. Further, Contractor agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery by the Contractor shall be solely with their insurance carrier. Contractor also grants to City on behalf of any insurer providing coverage to either Contractor or City with respect to the work or services of contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against City by virtue of the payment of any loss under such insurance coverage.
12. **Nondiscrimination - ADA Compliance –**
Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

13. **Successors and Assigns.**
City and Contractor each binds itself, its successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Contractor shall not assign or transfer its interests in this Agreement without written consent of City, which consent may be withheld in the City's sole, subjective discretion. The rights under this Agreement may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the City. The City may rescind this Agreement if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the City.
14. **Force Majeure.**
Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.
15. **No Third Party Beneficiaries.**
City and Contractor 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 unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
16. **Waiver.**
City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Agreement.
17. **Limitation on Authority.**
City retains its authority to execute all applications, Agreements and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Agreement, or as authorized in writing.
18. **Attorney Fees & Governing Law.**
In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for any action, suit, proceeding or appeal. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between City and Contractor arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

19. **ORS 279A.125 Preference for Recycled Materials.**
Contractor will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).
20. **Compliance with Law.**
Contractor shall comply with applicable federal, state, and local laws and ordinances applicable to the work under this Agreement. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (see Exhibit C).
21. **Merger Clause.**
This Agreement and attached exhibits constitute the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The 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. Contractor by signature of its authorized representative hereby acknowledges that he/she has read this Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.
22. **Notices.**
All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party be personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:
- City of Bend, 710 NW Wall Street, Bend, Oregon 97703
Attn: Eric King, City Manager, Phone: 541-388-5505 & Fax: 541-385-6676
Email: eking@bendoregon.gov
- JECS, Inc. dba Central Oregon Bio Solutions
740 NE 3rd Street, Suite 3, #348, Bend Oregon, 97701
Attn: Eric Schaffner, Owner/President, Phone 541-390-5412
Email: eric@cobiosolutions.com
- Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served upon receipt of the facsimile or E-Mail, followed by mail delivery.
23. **Severability.**
If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation or the agreement, and if negotiations fail, may terminate the agreement.

24. **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 the Agreement so executed shall constitute an original.

25. **Amendments.**
The parties may amend this agreement by a written amendment properly executed by both parties. Contract amendments shall be effective only if in compliance with Bend Code 1.55.050 Sections C and D.

26. **Cooperative Procurement Provision.**
Pursuant to ORS 279A and City of Bend's procurement rules, other public agencies shall have the ability to establish contracts or price agreements under the terms, conditions and prices of the original contract established from this solicitation.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to City of Bend. Any estimated purchase volumes listed herein do not include other public agencies and City of Bend makes no guarantee as to their participation.

Any proposer, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies.

27. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

28. **Compliance with Tax Laws.**
Contractor represents and warrants that contractor has complied with the tax laws of this state and political subdivisions of this state including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

Contractor agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this contract. Failure of the contractor to comply with the tax laws of this state or a political subdivision of this state before the contractor executes the contract or during the term of the contract, shall be considered a default for which the City may terminate the contract and seek damages and other relief available under this contract or under applicable law.

CITY OF BEND, OREGON


Eric King, City Manager

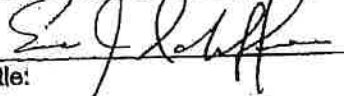
12-17-19
Date

APPROVED AS TO FORM:


City Attorney's Office

November 25, 2019
Date

JECS, INC. DBA CENTRAL OREGON BIO SOLUTIONS


Title:

12-2-19
Date

City Contracting & Funding Authorizations:

By: 
Ken Vaughan, Project Manager
City of Bend, Oregon

11/25/19
Date

By: 
Charles Swann, Street Division Manager
City of Bend, Oregon

11/26/19
Date

By: 
Tara Lewellen, Business Manager
City of Bend, Oregon

12/16/19
Date

By: 
Gwen Chapman, Procurement and Public Contracts Director
City of Bend, Oregon

11/25/19
Date

EXHIBIT A SCOPE OF WORK

Background

The project consists of the services necessary to provide accident scene cleanup, waste management in the public right of way, and other biohazard remediation of City property and facilities. The Contractor shall furnish all labor, supervision, equipment, and other materials, as necessary, to provide biohazard waste clean-up and disposal in public right of way on an "as needed" basis in accordance with City's solicitation documents and all appropriate Federal, State and local laws and regulations. Services may include clean-up, disinfect, deodorize, sanitize, and disposal for biohazard waste, such as blood and bodily fluids.

Contractor shall cleanup and transport biohazard waste materials to an appropriate treatment, storage or disposal facility on an "as needed" basis. These actions shall be accomplished in compliance with all Federal requirements including U.S. Environmental Protection Agency (EPA), Oregon Occupational Safety and Health Administration (OSHA), the Oregon Department of Environmental Quality (DEQ), and local regulatory requirements.

Services shall include preparation, management and labor for cleanup of biohazard material. All required personal safety equipment shall be furnished by the Contractor. All safety equipment must meet all applicable OSHA requirements.

Accident Scene Clean-up

Contractor shall respond to requests for covered services from City of Bend Police or Fire Department employees within 30 minutes of initial contact for emergencies. Services will be determined to be an emergency only by City of Bend personnel. All efforts must be made to expedite clean-up to ensure adequate public and environmental safety.

Contractor shall furnish all qualified personnel, transportation, tools, materials, equipment, labels and warning signs, required for adequate protection of materials during the packaging, transporting and disposal activities. All such requirements must be in compliance with OSHA, DEQ, EPA, and all other applicable regulatory agencies.

In the event that circumstances require Contractor to use specialized equipment not addressed by this Agreement in the performance of cleanup, the Contractor may charge a reasonable additional amount, consistent with industry rates and standards for the equipment. The City may require documentation of necessity for the equipment and of rate verification.

Contractor shall possess all permits and licenses required by federal, state, local and other regulatory entities to accomplish biohazard waste cleanup and disposal services.

Contractor shall maintain records as required by any federal, state or local law, code, or regulation.

Contractor shall bill insurance carrier of the at-fault driver for fees associated with right of way clean up.

Encampment Cleanup and Waste Management

Contractor shall clean-up abandoned camps and areas of City right of way on an as-needed basis as directed by City of Bend Police Department employees.

Work typically involves collecting debris and disposing of it at the local Transfer Facility. Work may also include the cleanup of biohazard materials such as bodily fluids, sharps, and other chemicals. The Contractor shall provide all labor, materials, tools, equipment, transportation, and supplies required to abate camps within the city limits and/or jurisdiction of the City of Bend. At no time is the Contractor expected to interact with campers or put employees at risk.

Under most circumstances, the Bend Police Department will have confiscated weapons and illegal contraband prior to the arrival of the Contractor. Occasionally an undiscovered cache may be found. Contractor will stop work immediately, contact the Bend Police Department, and wait for the assigned unit to arrive to process evidence/crime scene.

Camps may be located on properties shared by the City and other agencies. Access may be restricted and Contractor will coordinate entry with the City.

Work is typically scheduled Monday through Friday. Occasionally the Police Department may require a camp be abated immediately. The Contractor will provide the City with a phone number where someone will answer 24-hours a day.

Contractor will notify the City when the work is complete.

Additional camps and debris may be discovered in the same general area during the course of abatement. Contractor must notify the City's designated representative to obtain authorization prior to proceeding with any additional work.

Large jobs may require special arrangements for taking material to the landfill. Contractor will arrange for disposal of all removed materials.

A list of retained items will be documented by Contractor prior to transport. The Contractor will bag the items and transport them to a place designated by the City.

The Contractor will take debris to the landfill. The original weigh ticket will accompany the invoice.

Contractor, its employees and subcontractors, shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion.

Schedule and Response Time

City of Bend will schedule abatement with the Contractor about the site. Abandoned camps must be cleaned within 48 hours to decrease the chance of re-occupation and meet the requirements of this Agreement.

If a camp presents an immediate threat, a more urgent response of 24 hours may be required.

Contractor is to contact the requestor in a reasonable amount of time if something will interfere with completion of the project as scheduled. This should be a rare occurrence. Continual shifts in schedule can lead to cancellation of this Agreement.

Safety

The City of Bend emphasizes safety in all employee and Contractor performance. Contractor will comply with all other safety rules, protocols, and licensing requirements.

Sometimes it isn't possible for trucks and other vehicles to park close to the site. The debris will have to be carried out. If it can't be done without vehicles, Contractor will need to coordinate traffic safety and an encroachment permit with the City to protect employees, passerby(s), and infrastructure that could be damaged.

Work may be performed in inclement weather. Jobsites may be located in heavy foliage, steep embankments, next to train tracks, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor will perform a hazard assessment and provide all training and supplies necessary.

Contractor shall comply with all applicable OSHA, EPA, and DEQ requirements.

The City of Bend reserves the right to periodically review Contractor's training records and licenses.

Payment

Payment shall be made based on time and materials contractually agreed upon between the Contractor and the City of Bend. No amount of work is guaranteed due to the on-call nature of this work.

The City recognizes that the Bend Police Department may occasionally direct Contractor to respond at night, defined as between the hours of 5:00PM to 8:00AM, on City observed holidays, and weekends. These responses may be billed at the After Hour Rate and may incur additional storage and movement costs depending on the landfill hours availability.

No additional billing for costs shall be made, nor shall any payment be made for travel time of any crew or equipment.

Most of the work will be performed with hand tools. Use of specialized equipment will be at the Contractor's expense unless agreed to in advance.

Other Biohazard Remediation

Contractor shall provide cleanup of biohazard waste services on City-owned property including City facilities and City-owned vehicles as directed by City Facilities Director.

Police Vehicle Cleaning

Respond to Bend Police Department requests to properly clean and apply an EPA registered disinfectant to vehicles after the transport of an arrestee that contaminates the vehicle with blood, vomit, urine, feces, Methicillin-Resistant Staphylococcus Aureus (MRSA), Clostridium Difficile (C-Diff), Staphylococcus (staph), scabies, or other potentially contagious agent. This cost includes response, labor, supplies and disposal. Work to be completed at Police Department Facility.

Holding Cell Cleaning

Respond to holding cells at the Bend Police Department to properly clean and apply an EPA registered disinfectant to cell floors, walls, and any built in fixtures after an arrestee contaminates the environment with blood, urine, feces, vomit, MRSA, C-Diff, Staph or other potentially contagious agent. This cost includes response, labor, supplies, and disposal.

Facility Exterior or Interior Cleanup

Respond to requests from City Facilities Director (24-hour emergency dispatch) for the cleanup, disinfection, and disposal of blood, bodily fluids, sharps or other biohazard on public property or private property that exposes the public in the event the property owner cannot be located. This service includes response, labor, supplies, equipment, and disposal.

Recurring Site Clean-up

The Franklin Underpass shall be inspected and cleaned as necessary every other week from April 15th through October 15th. The City may request a more frequent or less frequent cleaning as necessary. Other recurring sites may be added by Amendment to the Agreement. The City of Bend Street Division Manager shall direct this work.

**EXHIBIT B
CONSIDERATION**

Accident scene clean-up shall be billed to at fault driver's insurance. City of Bend will not be responsible for fees associated with accident scene clean up.

All other rates shall be billed in 15 minute increments for work completed under this agreement unless otherwise noted below. Total amount shall not exceed \$25,000.00 work billed to the City. No amount of work is guaranteed.

Accident Scene Clean-up		Homeless Encampment Cleanup and Waste Management	
Hours on Scene Projected	3-8	Hours on Scene Projected	2-7
Technicians Required	2	Technicians Required	3
Total Technician Hours	6-12	Total Technician Hours	6-21
Technician Labor Per Hour	\$140	Technician Labor Per Hour, First 2 Hours	\$96
Total Labor Costs	\$840-\$1680	Technician Labor Per Hour, Additional Hours	\$75
		Total Labor Costs	\$670-\$1686
PPE - 2 Techs	\$80 each \$120	Regular Waste Disposal Cost + 50	\$62-\$74
Enzyme Application	\$55	Misc Disposal Costs	\$40
Indicator Application	\$55	PPE \$15 each	\$45
Disinfectant Application	\$55		
Degreaser Application	\$55		
Biohazard Carton Disposal	\$156		
Regular Waste Disposal Cost + \$50	\$82		
Shellac/Primer Application (Indoor Only)	\$80		
Misc Paint Supplies	\$16		
Misc Disposal Costs	\$16		
Misc Cleanup Supplies	\$20		
Expected Costs	\$1607-\$2347		\$717-\$1854
2 or more Biohazard Cartons	\$156 ea	After Hours Rate	\$25 per hour/per tech
Ozone Application in Heavy Odor Situations 12 hour application	\$200		
Odor Reducing Chemical Application	\$55		
Pressure Wash Application	\$150		
After Hours Rate	\$165		
Police Vehicle Cleanup		Facility Exterior or Interior Cleanup	
Flat Rate per hour per technician	\$150	See Accident Cleanup Rates	
Disposal Fee	\$20		
Technicians Required	1		
Holding Cell Cleaning		Recurring Site Clean-up	
Flat Rate per hour each technician	\$125	Flat Rate	\$160
Disposal Fee	\$20	Additional hour beyond 1st Hour	\$100
Technicians Required	2	Waste Disposal	\$20
		Technicians Required	1

**Exhibit C
Relevant Provisions Of ORS Chapter 279B**

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) 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.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that 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.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

* * * * *

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

* * * * *

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 28, 2023

SUBJECT: Deliberations on the Griffin/Renfro Plan Amendment and Zone Change for approximately 40 acres one mile east of the City of Bend

RECOMMENDED MOTION:

The Hearings Officer recommended approval of file nos. 247-22-000792-PA, 793-ZC pursuant to DCC 22.28.030.

BACKGROUND AND POLICY IMPLICATIONS:

The Board will deliberate on June 28, 2023 in relation to a request for a Plan Amendment and Zone Change (file nos. 247-22-000792-PA, 793-ZC) for approximately 40 acres one mile east of the City of Bend.

BUDGET IMPACTS:

None

ATTENDANCE:

Rachel Vickers, Associate Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Rachel Vickers, Associate Planner

DATE: June 28, 2023

SUBJECT: Griffin/Renfro Comprehensive Plan Amendment and Zone Change – Deliberations

The Board of County Commissioners (“Board”) held a public hearing on May 31, 2023, to consider a request for a Comprehensive Plan Amendment and Zone Change (file nos. 247-22-000792-PA, 793-ZC) for one tax lot totaling approximately 40 acres one mile to the east of the City of Bend. The Board is scheduled to deliberate on June 28, 2023, in consideration of this request.

I. BACKGROUND

The applicants, Kevin Griffin and Libby Renfro, are requesting a Comprehensive Plan Amendment to re-designate the subject properties from Agriculture to Rural Residential Exception Area and a Zoning Map Amendment to rezone the properties from Exclusive Farm Use (EFU) to Multiple Use Agricultural (MUA10). The applicant argues the property was mistakenly identified as farmland, does not contain high-value soils or other characteristics of high value farmland, and therefore should be re-designated and rezoned for rural residential use. The applicants provided a supplementary soil study that identifies non-high value (Class VII and VIII) soils on a majority of the subject properties. Additionally, the applicant’s burden of proof includes findings that demonstrates compliance with state and local requirements and policies.

II. PUBLIC COMMENTS

Staff received four (4) public comments from neighbors and local interest groups related to the February 28, 2023 Hearing’s Officer hearing and proceedings. All four comments opposed the application, however staff notes that one of the comments from a nearby neighbor related to using the property as a drug treatment facility which is unrelated to this proposal. Comments received in opposition expressed concern related to potential loss of agricultural land, credibility of the submitted soils report, and the applications ability to meet all relevant local and state regulations. No public comments were received during the Board Hearing.

III. HEARINGS OFFICER RECOMMENDATION

The Deschutes County Hearings Officer held a public hearing on February 28, 2023. One individual, not including the applicant's team, provided testimony during the hearing in support of the application.

On March 24, 2023, the Hearings Officer issued a recommendation of approval for the proposed Plan Amendment and Zone Change evaluating compliance with all applicable review criteria.

IV. BOARD DELIBERATIONS

If the Board finds that additional deliberations are necessary, the Board may schedule a future date for continued deliberations. If the Board finds no additional deliberations are necessary, the Board may then vote on whether to approve or deny the Plan Amendment and Zone Change request.

Per DCC Section 22.20.040(D), the review of the proposed quasi-judicial Plan Amendment and Zone Change is not subject to the 150-day review period typically associated with land use decisions. The full record is available for inspection at the Planning Division and at the following link:

<https://www.deschutes.org/cd/page/247-22-000792-pa-793-zc-%E2%80%93-comprehensive-plan-amendment-and-zone-change>.

Staff prepared a matrix outlining key issue areas for the Board's deliberation. This matrix is included as an attachment, and provides additional review and discussion of the application's compliance with applicable approval criteria.

V. NEXT STEPS

If the Board determines that additional deliberations are necessary, staff will work with the Board to schedule a future meeting for continued deliberations. If the Board concludes their deliberations during the June 28, 2023, meeting, the Board may then vote on whether to approve or deny the Plan Amendment and Zone Change. If the Board renders a vote during the June 28, 2023, meeting, staff will coordinate with the Board to return for a future meeting to review the draft decision, draft ordinance and relevant exhibits. If appropriate, the first reading of the ordinance can be initiated at that time.

VI. SUGGESTED MOTION

To the extent the Board decides to approve Plan Amendment and Zone Change, a motion as follows will likely be appropriate:

The Board moves to approve the Plan Amendment and Zone Change for file nos. 247-22-000792-PA and 247-22-000793-ZC.

To the extent the Board decides to modify or reverse the Hearings Officer's decision, that motion will need to be crafted to address the Board's specific concerns, as discussed in the deliberations.

ATTACHMENTS:

1. Area Map
2. Board Decision Matrix
3. Hearings Officer Recommendation

BOCC Decision Matrix

Page 1 of 2

Plan Amendment/ Zone Change Land Use File Nos. 247-22-000792-PA, 793-ZC

Plan Amendment/ Zone Change Land Use File Nos. 247-22-000792-PA, 793-ZC					
Issue Area and Approval Criteria	Hearings Officer's Decision	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
<p><u>Goal 3: Part 1</u> Does the subject property constitute agricultural land, as defined by OAR 660-033-0020(1)(a)?</p> <p><u>Applicable Criteria</u> Deschutes County Comprehensive Plan Policy 2.2.3, and Statewide Planning Goal 3.</p>	<p>The Hearings Officer found the subject property is not Goal 3 agricultural land under the statewide planning goals.</p>	<p>Oppositional comments assert that there is usable soil in the tract and there is potential for non-crop agricultural uses.</p>	<p>The Applicant asserts that the soils are unproductive and it is not feasible to obtain a profit in money due to existing land use patterns and high cost of required inputs such as irrigation systems and availability of water.</p>	<p>Staff agrees with the Hearings Officer's findings based upon the submitted soils study analysis and the classification of unproductive soil types on the property (58.5% class 7 and 8 soils).</p>	<p>Does the subject property constitute agricultural land under OAR 660-033-0020(1)(a)?</p> <ul style="list-style-type: none"> • If no, the Board can continue reviewing the applications, and move to approve the Plan Amendment and Zone Change (PA/ZC). • If yes, the Board must deny the PA/ZC.
Issue Area and Approval Criteria	Hearings Officer's Decision	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
<p><u>Goal 3: Part 2</u> Whether the soil study provided by the applicant is sufficient to demonstrate the subject property consists of predominantly unproductive soils, or Class VII-VIII.</p> <p><u>Applicable Criteria</u> Deschutes County Comprehensive Plan Policy 2.2.13, and Statewide Planning Goal 3.</p>	<p>The Hearings Officer found the subject property is not Goal 3 agricultural land under the statewide planning goals and acknowledges the submitted soils report.</p>	<p>Oppositional comments assert that the NCRS data shows the subject property consists of predominately productive soils and that should be relied upon instead of the applicant's soil study.</p>	<p>The Applicant asserts the site-specific soil study was prepared by a certified soil classifier and provides more accurate soils information than the NCRS data.</p>	<p>Staff agrees with the Applicant and Hearings Officer on the issue area. The Board has previously approved Plan Amendment and Zone Change applications that relied on a property-specific soil study provided by the applicant.</p>	<p>Does the site-specific soil study show the property is predominantly Class VII-VIII soils?</p> <ul style="list-style-type: none"> • If yes, the Board can continue reviewing the applications, and move to approve the PA/ZC. • If no, the Board may deny the application because the property meets the definition of Goal 3 "agricultural land".

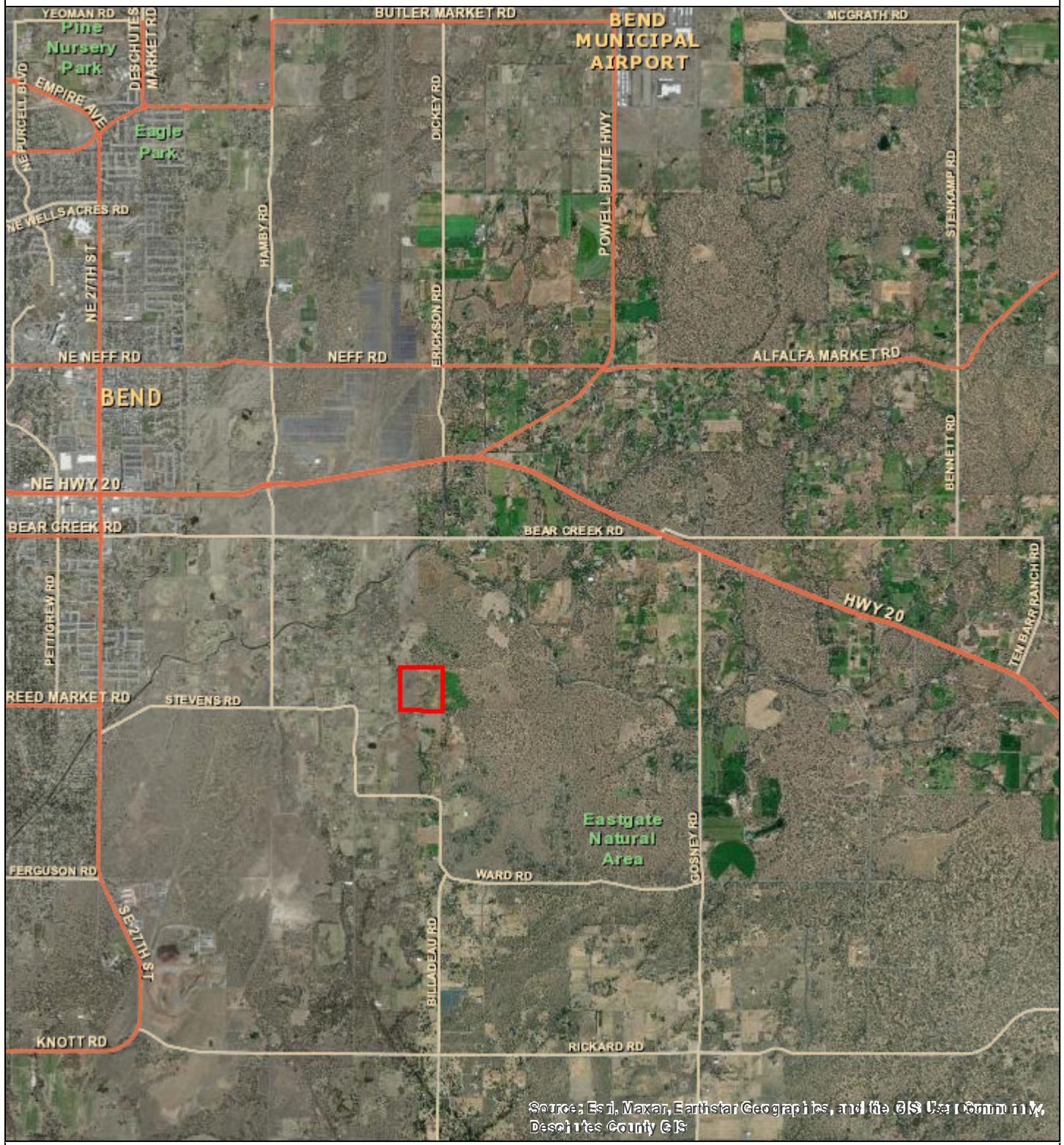
BOCC Decision Matrix

Page 2 of 2

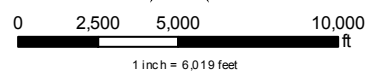
Issue Area and Approval Criteria	Hearings Officer's Decision	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
<p>Has there been a change in circumstances since the property was originally zoned?</p> <p><u>Applicable Criteria</u> Deschutes County Code Section 18.136.020(D) Rezoning Standards.</p>	<p>The Hearings Officer found the applicants proposal is compliant with DCC 18.136.020(D) being as that there has been a change in circumstance since the property was last zoned, including but not limited to new soil data.</p>	<p>Oppositional comments assert the soils and agricultural productivity of the property have not changed since it was last zoned.</p>	<p>The Applicant asserts there has been a change in circumstances since the property was initially zoned. Specifically the Applicants note there has been an updated soil report, there have been changes in the economics of farming, and the City of Bend's boundaries have gotten closer.</p>	<p>Staff agrees with the Hearings Officer's findings based upon the submitted soils study analysis.</p>	<p>Has there been a change in circumstances since the property was zoned?</p> <ul style="list-style-type: none"> • If yes, the Board can continue reviewing the applications, and move to approve the PA/ZC. • If no, the Board may deny the application for failure to comply with DC 18.136.020(D).
Issue Area and Approval Criteria	Hearings Officer's Decision	Opponent's Position	Applicant's Position	Staff Comment	Board Determination
<p>Does the application require an exception to Statewide Planning Goal 14: Urbanization?</p> <p><u>Applicable Criteria</u> Statewide Planning Goal 14, OAR 660-015-0000(14). Staff notes the criteria of DCC 18.136.020(C)(1) may relate to this specific topic.</p>	<p>The Hearings Officer found Goal 14 does not apply to the subject application because the Applicant's proposal does not involve property within an urban growth boundary and does not involve the urbanization of rural land.</p>	<p>Oppositional comments assert that converting EFU-zoned property to MUA10-zoned property in this area is inefficient and unsustainable. Comments raised concerns about the type and density of development that will occur on the subject property.</p>	<p>The Applicant asserts these properties are eligible for future expansion of Bend's Urban Growth Boundary, and conversion would promote an efficient extension of urban services and facilitate future urban development.</p> <p>The applicant asserts Goal 14 is not applicable because the proposal does not involve property within an urban growth boundary and does not involve the urbanization of rural land.</p>	<p>Staff agrees with the Hearings Officer and notes the subject Plan Amendment and Zone Change does not approve any new development on the subject property. Future uses may require separate land use reviews, and will require the developer to obtain all required permits.</p>	<p>Does Goal 14 apply to the subject application?</p> <ul style="list-style-type: none"> • If no, the Board can continue reviewing the applications, and move to approve the PA/ZC • If yes, the Board will need to determine whether Goal 14 has been satisfied. <ul style="list-style-type: none"> a. If Goal 14 applies, and the Board finds it has been satisfied by the Applicant, they may adopt the alternate findings and approve the application. b. If Goal 14 applies, and the Board finds it has not been satisfied, the Board may deny the application because a goal exception is required.

Land Use File #247-22-000792-PA, 793-ZC

21900 RASTOVICH RD, BEND, OR 97702



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Deschutes County GIS



Date: 10/3/2022

HEARING OFFICER FINDINGS AND RECOMMENDATIONS

FILE NUMBERS: 247-22-000792-PA, 793-ZC

HEARING DATE: February 28, 2023, 6:00 p.m.

HEARING LOCATION: Videoconference and Barnes and Sawyer Rooms
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97708

**SUBJECT PROPERTIES/
OWNER:** Mailing Name: GRIFFIN, KEVIN J
Map and Taxlot: 181201D000200
Account: 109857
Situs Address: 21900 RASTOVICH RD, BEND, OR 97702

APPLICANT: Kevin Griffin and Libby Renfro

**ATTORNEY
FOR APPLICANT:** Tia Lewis

REQUEST: The Applicant requests approval of a Comprehensive Plan Amendment to change the designation of the Subject Property from Agricultural (AG) to Rural Residential Exception Area (RREA). The Applicant also requests a corresponding Zone Change to rezone the Subject Property from Exclusive Farm Use (EFU) to Multiple Use Agricultural (MUA-10).

HEARINGS OFFICER: Alan A. Rappleyea

STAFF CONTACT: Rachel Vickers, Associate Planner
Phone: (541) 388-6504
Email: Rachel.Vickers@deschutes.org

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutes.org/cd/page/247-22-000792-pa-793-zc-%E2%80%93-comprehensive-plan-amendment-and-zone-change>

**SUMMARY OF
RECOMMENDATION:** The Hearings Officer finds that the Applicants have met their burden of proof with respect to the requested Comprehensive Plan Amendment and Zone Change and, therefore, recommends APPROVAL of the Application based on the Findings set forth in this Recommendation.

I. APPLICABLE CRITERIA

Title 18 of the Deschutes County Code, the County Zoning Ordinance:

- Chapter 18.04, Title, Purpose, and Definitions
- Chapter 18.16, Exclusive Farm Use Zones (EFU)
- Chapter 18.32, Multiple Use Agricultural (MUA10).
- Chapter 18.136, Amendments

Title 22, Deschutes County Development Procedures Ordinance

Deschutes County Comprehensive Plan

- Chapter 2, Resource Management
- Chapter 3, Rural Growth Management
 - Appendix C, Transportation System Plan

Oregon Administrative Rules (OAR), Chapter 660

- Division 12, Transportation Planning
- Division 15, Statewide Planning Goals and Guidelines
- Division 33, Agricultural Land

Oregon Revised Statutes (ORS)

- Chapter 215.010, Definitions
- Chapter 215.211, Agricultural Land, Detailed Soils Assessment

II. BACKGROUND AND PROCEDURAL FINDINGS

NATURE OF PROCEEDING: This matter comes before the Hearings Officer as a request for approval of a Comprehensive Plan Map Amendment (“Plan Amendment”) to change the designation of the Subject Property from Agricultural (AG) to Rural Residential Exception Area (RREA). The Applicants also request approval of a corresponding Zoning Map Amendment (“Zone Change”) to change the zoning of the Subject Property from Exclusive Farm Use (EFU) to Multiple Use Agricultural (MUA10). The basis of the request in the Application is the Applicants’ assertion that the Subject Property does not qualify as “agricultural land” under the applicable provisions of the Oregon Revised Statutes or Oregon Administrative Rules governing agricultural land. Based on that assertion, the Applicants are not seeking an exception to Statewide Planning Goal 3 for the Plan Amendment or Zone Change.

NOTICES: The Application was filed on April 14, 2022. On October 5, 2022, the County issued a Notice of Application to several public agencies and to property owners in the vicinity of the Subject Property (together, “Application Notice”). The Application Notice invited comments on the Application.

Following additional submittals by the Applicants, the County mailed a Notice of Public Hearing on February 3, 2023 (“Hearing Notice”) announcing an evidentiary hearing (“Hearing”) for the requests in the Application. Notice of the hearing was published in the Bend Bulletin on February 5, 2023. Notice was given to the DLCD of the hearing on January 17, 2023. Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on February 28, 2023, opening the Hearing at 6:00 p.m. The Hearing was held via videoconference, with Staff and a representative of the Applicants in the hearing room. The Hearings Officer appeared remotely. On February 21, 2023, the

Deschutes County Planning Division ("Staff") issued a report setting forth the applicable criteria and presenting the evidence in the record at that time ("Staff Report"). The Hearings Officer finds that all procedural notice requirements were met.

HEARING: At the beginning of the Hearing, I provided an overview of the quasi-judicial process and instructed participants to direct comments to the approval criteria and standards, and to raise any issues a participant wanted to preserve for appeal if necessary. I stated I had no *ex parte* contacts to disclose or bias to declare. I asked for but received no objections to the County's jurisdiction over the matter or to my participation as the Hearings Officer. Next, Staff provided a summary of the staff report. The applicant's attorney, Ms. Lewis then made a presentation. The Applicant, Mr. Kevin Griffin also testified in support of the application. There was no one present either in person or remotely to offer neutral testimony or opposition testimony. Staff reported on the letters in opposition from Kristen Sabo and Carol Macbeth of COLW, Devin Kesner of 1000 Friends of Oregon including one that recently arrived from Ms. Macbeth from Central Oregon Land Watch (COLW), and Mr. Jerry Wilke. I noted that I had read the letters that were submitted but had not yet seen the COLW most recent letter. I have now reviewed that letter.

The applicant stated that the letter in opposition from Jerry Wilke was likely addressing a different application as the current application does not propose a drug rehabilitation facility. I concur in that statement.

The applicant also rebutted the arguments provided by COWL and 1000 Friends. The applicant and staff then responded to my questions. I mentioned that the Board would be hearing a similar application in Marken 247-22-000353-PA and 247-22-000354-ZC. I wanted to take judicial notice of that decision when it is issued for the record. The applicant did not have an issue with having that decision reviewed by the Hearings Officer. I noted that I have a contractual obligation to issue timely decisions.

No participant requested that the record remain open. The Hearing concluded at approximately 6:59 p.m. At that time, I closed the Hearing and the record, and I took this matter under advisement.

150-DAY CLOCK: Because the Application includes a request for the Plan Amendment, the 150-day review period set forth in ORS 215.427(1) is not applicable. ORS 215.427(7). The Staff Report also notes that the 150-day review period is not applicable by virtue of Deschutes County Code ("DCC" or "Code") 22.20.040(D). No participant to the proceeding disputed that conclusion.

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

Adoption of Factual Findings in Staff Report:

The Staff Report contains a comprehensive summary of evidence in the record as it relates to each of the applicable criteria. The Staff Report, although it expresses agreement with the Applicants in many places, does not make a final recommendation. Instead, the Staff Report asks the Hearings Officer to determine if the Applicants have met the burden of proof necessary to justify the Plan

Amendment and the Zone Change. Comments have challenged some specific evidence or findings presented in the Staff Report. Where the staff legal finding have been challenged, those will be addressed below. There is only one area that challenges the factual finding and will be addressed here. For those factual and legal findings that are not challenged, I hereby adopt as fact the evidentiary findings in the Staff Report as my evidentiary findings. To the extent any of the findings in this Recommendation conflict with the findings in the Staff Report, my intent is to have these findings control. The remainder of this Recommendation sets forth the legal criteria and adopts legal findings based on those factual findings.

The factual finding that is challenged by COWL is the determination of the soils report provided by the applicant. Although there is also a legal aspect to this challenge as COWL believes that the County's NRCS maps should prevail over the applicant's soil study (which will be addressed subsequently), a primary factual challenge is the make up of the soil. COWL's testimony is that the soil is predominantly Class 3-6. Macbeth COLW Public Comment 2/28/23. The Applicant's soil study finds that the property is predominantly Class 7-8 (hereinafter, except for quotes, I will use the Arabic numerals instead of Roman for ease of reading). The Hearings Officer finds that the expert testimony provided by the applicant concerning soils along with staff's analysis of Applicants submittal is more persuasive than the testimony provided by Ms. Macbeth. 2022-09-30 App Materials 22-792-PA, 793-ZC Page 176. Ms. Macbeth relies on the more general NRCS studies and the applicant's study is more detailed. The applicant has met the burden of proof that the soil is predominantly class 7-8 and is not predominantly class 3-6.

Title 18 of the Deschutes County Code, County Zoning

Chapter 18.136, Amendments

Section 18.136.010, Amendments

DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi-judicial map amendment shall be accomplished by filing an application on forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.

FINDING: The Applicants are the owners of the Subject Property and have requested a quasi-judicial Plan Amendment and filed applications for that purpose, together with the request for a Zone Change. No participant to this proceeding objects to this process. It is therefore appropriate to review the Application using the applicable procedures contained in Title 22 of the Deschutes County Code.

Section 18.136.020, Rezoning Standards

The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:

A. That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.

FINDING: According to the Applicants, the County applies this Code provision by considering whether: (1) the zone change conforms to the Comprehensive Plan; and (2) the change is consistent with the Comprehensive Plan's introduction statement and goals.

With respect to the first factor, the Applicants note that they are also seeking a Plan Amendment, which will change the Comprehensive Plan designation of the Subject Property from Agriculture to Rural Residential Exception Area. If that Plan Amendment is approved, which is addressed in more detail below, the proposed change from the EFU zone to the MUA-10 zone will be consistent with the new Comprehensive Plan designation. No participant to this proceeding disputes that conclusion.

With respect to the second factor, the Staff report goes into detail describing the criteria which the hearings officer has to apply relying on past Hearing Officers decision on a similar application. Powell/Ramsey decision (PA-14-2 / ZC-14-2) and Landholdings Decision (247-16-000317-ZC / 318-PA). The staff report states that "introductory statement and goals are not approval criteria for the proposed plan amendment and zone change." The Hearings Officer adopts the Applicant's statement and the staff report's legal analysis on the standards that apply. The staff report then proceeds to address the relevant requirements.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

B. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.

FINDING: Only the Applicants and Staff offer any evidence or argument with respect to the purpose of the MUA-10 zone. The purpose of the MUA-10 zoning district is stated in DCC 18.32.010 as follows:

The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to fulltime commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use.

According to the Applicants, the Subject Property is not suited to full-time commercial farming. The MUA-10 zone will instead allow the owners to engage in hobby farming, and the low-density of development allowed by the MUA-10 zone will conserve open spaces and protect natural and scenic resources. As a result, the MUA-10 zoning provides a proper transition zone from city, to rural, to

EFU zoning. Additionally, the staff report finds that the maximum density of the approximately 40.0-acre property is 7 lots, if developed with a cluster development under Title 18. This low density will preserve open space, allow owners to engage in hobby farming, if desired, and preserve natural and scenic resources and maintain or improve the quality of air, water, and land resources. The MUA-10 zoning provides a proper transition zone from the City, to rural zoning, to EFU zoning.

The Staff Report agrees that the change in classification is consistent with the purpose and intent of the MUA10 Zone, and no participant to this proceeding disputes that conclusion. Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

C. *That changing the zoning will presently serve the public health, safety and welfare considering the following factors:*

1. *The availability and efficiency of providing necessary public services and facilities.*

FINDING: As noted in the Staff Report, this criterion specifically asks if the Zone Change will *presently* serve public health, safety, and welfare. The Applicants and the Staff Report provided the following as support for why this criterion is met:

- Necessary public facilities and services are available to serve the Subject Property including power and water.
- Transportation access to the Subject Property is available off a Rastovich Road, and the impact of increased traffic on the transportation system is negligible.
- The Subject property receive police services from the Deschutes County Sheriff and fire service from Rural Fire Protection District # 2, which has a fire station two miles from the Subject Property.
- The close proximity of the Subject property to urban development will allow for efficient service provision.
- Prior to development of the properties, the Applicants would be required to comply with the applicable requirements of the Code, including possible land use permit, building permit, and sewage disposal permit processes. Through these development review processes, assurance of adequate public services and facilities will be verified.

Staff concludes and the Hearings Officer finds that there are no known deficiencies in public services or facilities that would negatively impact public health, safety, or welfare. Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

2. *The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.*

FINDING: Only the Applicants and Staff offer any evidence or argument with respect to this criterion. Specifically, the Applicants noted the following:

The MUA-10 zoning is consistent with the specific goals and policies in the comprehensive plan discussed above. The MUA-10 zoning is the same as the zoning of many other properties in the area west and south of the subject property. In addition, the MUA-10 zoning provides a proper transition zone from the City, to rural zoning, to EFU zoning.

The zone change will not impose new impacts on the EFU-zoned land adjacent to the subject property because many of those properties are residential properties, hobby farms, already developed with dwellings, not engaged in commercial farm use, are idle, or are otherwise not suited for farm use due to soil conditions, topography, or ability to make a profit farming.

Some of the properties adjacent and near the subject property are in small, hobby farm use and are receiving farm tax deferral. Tax Lots 1100, 100, 301, and 200 are adjacent to the east and southwest and are in common ownership and part of Rastovich Farm. Most of the Rastovich properties are receiving farm tax deferral and are being used for raising livestock. One of the Rastovich parcels adjacent to the subject property is a nonfarm parcel developed with a nonfarm dwelling. Submitted herewith as Exhibit 12 is a letter from Robert and Colleen Rastovich stating they have no objection to the requested zone change and attesting to the fact that the subject property is not intermingled and is not necessary or useful to them for any farming on the Rastovich parcels.

The adjacent properties to the north and northeast, Tax Lots 101, 102, 1101, are currently receiving farm tax deferral and appear to be used as residential properties with hobby farms. Attached hereto as Exhibit 13 are letters from David Nader, owner of Tax lot 101 adjacent to the north of the subject property and Steve and Keri Sawyer, owners of Tax lot 1101 adjacent to the northeast of the subject property stating they have no objection to the requested zone change and attesting to the fact that the subject property is not intermingled and is not necessary or useful to them for any farming occurring on their parcels. These properties will not suffer new impacts from the proposed zone change because they are hobby farms, already developed with dwellings, not engaged in commercial farm use, and are smaller size than the subject property. The zone change would allow the subject property to be divided into parcels similar size to the adjacent properties to the north and be used for similar hobby farming uses.

As discussed below, the subject property is not agricultural land, is comprised of predominantly Class 7 and 8 soils, and as described by the soil scientist, Mr. Gallagher, the nonproductive soils on the subject property make it not suitable for commercial farming or livestock grazing. The subject property is not land that could be used in conjunction with the adjacent property and any future development of the subject property would be subject to building setbacks.

The Staff Report agrees that the Applicants have demonstrated the impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

D. *That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.*

FINDING: Only the Applicants offer any evidence or argument with respect to this criterion. According to the Applicants, a mistake in zoning was made and the EFU zoning designation on the Subject property was likely based on the best soils data that was available to the County at the time it was originally zoned, during the late 1970's, when the Comprehensive Plan and Map were first adopted. The Applicants also assert that there has been a change in circumstances since that time. Specifically, the Applicants note that there are new data regarding soils on the Subject Property and that the updated soils report shows the Subject Property do not have agricultural soils. The Applicants also assert that the economics of farming and the viability of commercial farm uses in Deschutes County have significantly changed, and farming for a profit has become increasingly difficult. The applicant also notes the encroachment of the urban area to the Subject Property. Although the Hearings Officer agrees with the applicant that the urban area is encroaching on this property, he does not find that this encroachment would be a change in circumstance that should be considered as any such plan change would further create encroachment for other properties.

Staff finds that “[i]t is unclear to staff why the Subject Property was initially zoned EFU. Staff is unaware of any evidence such as soil classification, availability of irrigation, or historic farming, which explains its current zoning.” Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

Deschutes County Comprehensive Plan

Chapter 2, Resource Management

FINDING: Chapter 2 of the Comprehensive Plan relates to Resource Management. Section 2.2 of that Chapter relates specifically to Agricultural Lands. The Applicants and Staff have identified the following goals and policies as relevant to the Application.

Section 2.2 Agricultural Lands

Goal 1, Preserve and maintain agricultural lands and the agricultural industry.

FINDING: According to the Applicants, they are pursuing the Plan Amendment and Zone Change because the Subject Property do not constitute "agricultural lands", and therefore, it is not necessary to preserve or maintain the Subject Property as such. In support of that conclusion, the Applicants rely on a soils report showing the Subject Property consist predominantly (58.5%) of Class 7 and 8 nonagricultural soils. Such soils have severe limitations for agricultural use as well as low soil fertility, shallow and very shallow soils, abundant rock outcrops, low available water capacity, and major management limitations for livestock grazing.

The Staff Report notes the property has 5 acres of water rights. The fact that the property has some water rights and that the soils are only 58% class 7 and 8 makes this decision more difficult. It is

likely that many properties in Deschutes County are used for farming, particularly hobby farming, have worse soil conditions. However, the majority of the soils are predominantly class 7 and 8.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

Policy 2.2.2 Exclusive Farm Use sub-zones shall remain as described in the 1992 Farm Study and shown in the table below, unless adequate legal findings for amending the sub-zones are adopted or an individual parcel is rezoned as allowed by Policy 2.2.3.

FINDING: The Applicants have not asked to amend the subzone that applies to the Subject Property. Instead, the Applicants requested a change under Policy 2.2.3 and have provided evidence to support rezoning the Subject Property as MUA-10.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

Policy 2.2.3 Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.

FINDING: The Applicants request approval of the Plan Amendment and Zone Change to re-designate the Subject Property from Agricultural to Rural Residential Exception Area and rezone the Subject Property from EFU to MUA-10. The Applicants do not seek an exception to Goal 3 for that purpose, but rather seek to demonstrate that the Subject Property does not meet the state definition of "Agricultural Land" as defined in Statewide Planning Goal 3 (OAR 660-033-0020).

In support of this approach, the Applicants rely in part on the Land Use Board of Appeals' decision in *Wetherell v. Douglas County*, 52 Or LUBA 677 (2006), where LUBA states as follows:

As we explained in DLCD v. Klamath County, 16 Or LUBA 817, 820 (1988), there are two ways a county can justify a decision to allow nonresource use of land previously designated and zoned for farm use or forest uses. One is to take an exception to Goal 3 (Agricultural Lands) and Goal 4 (Forest Lands). The other is to adopt findings which demonstrate the land does not qualify either as forest lands or agricultural lands under the statewide planning goals. When a county pursues the latter option, it must demonstrate that despite the prior resource plan and zoning designation, neither Goal 3 or Goal 4 applies to the property.

The Applicants assert that the facts presented in the Application are sufficiently similar to those in the *Wetherell* decision and in other Deschutes County plan amendment and zone change applications. The Staff Report agrees and concludes the Applicants have the potential to prove the Subject Property is not agricultural land and do not require an exception to Goal 3 under state law.

The opposition letter submitted by Ms. Kesner from 1000 Friends argues that the applicant did not adequately address the agricultural land factors in the rule. This argument will be addressed specifically under OAR 660-033-0020.

Based on the foregoing, I find that the Application is consistent with this portion of the Comprehensive Plan.

Policy 2.2.4 Develop comprehensive policy criteria and code to provide clarity on when and how EFU parcels can be converted to other designations.

FINDING: The Applicants assert this plan policy provides direction to Deschutes County to develop new policies to provide clarity when EFU parcels can be converted to other designations and that the Application is consistent with this policy. The Staff Report also concludes the proposal is consistent with this policy.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

Goal 3, Ensure Exclusive Farm Use policies, classifications and codes are consistent with local and emerging agricultural conditions and markets.

Policy 2.2.13 Identify and retain accurately designated agricultural lands.

FINDING: The Applicants assert that this Comprehensive Plan policy requires the County to identify and retain agricultural lands that are accurately designated. The Applicants propose that the Subject Property was not accurately designated as demonstrated by the soil study in the record.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

Section 2.5, Water Resources Policies

FINDING: Section 2.5 of Comprehensive Plan Chapter 2 relates specifically to Water Resource Policies. The Applicants and Staff have identified the following goal and policy in that section as relevant to the Application.

Goal 6, Coordinate land use and water policies.

Policy 2.5.24 Ensure water impacts are reviewed and, if necessary, addressed for significant land uses or developments.

FINDING: The Applicants and Staff assert that the Applicants are not required to address water impacts associated with development because they have not proposed a specific development application at this time. Instead, the Applicants will be required to address this criterion during

development of the Subject Property, which would be reviewed under any necessary land use process for the site.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

Section 2.7, Open Spaces, Scenic Views and Sites

FINDING: Section 2.7 of Comprehensive Plan Chapter 2 relates specifically to Open Spaces, Scenic Views and Sites. The Applicants and Staff have identified the following goal and policies in that section as relevant to the Application.

Goal 1, Coordinate with property owners to ensure protection of significant open spaces and scenic view and sites.

Policy 2.7.3 Support efforts to identify and protect significant open spaces and visually important areas including those that provide a visual separation between communities such as the open spaces of Bend and Redmond or lands that are visually prominent.

Policy 2.7.5 Encourage new development to be sensitive to scenic views and sites.

FINDING: The Applicants assert these policies are fulfilled by the County's Goal 5 program. The County protects scenic views and sites along major rivers and roadways by imposing Landscape Management (LM) Combining Zones to adjacent properties. Because there is no LM combining zone applicable to the Subject Property, the Subject Property is not identified as a Goal 5 resource, and no new development is proposed, the Applicants argue there is no applicable regulation that requires the Subject Property to be protected as open space or for scenic views.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

Chapter 3, Rural Growth

Section 3.2, Rural Development

FINDING: Chapter 3 of the Comprehensive Plan relates to Rural Growth. Within that chapter, Section 3.2 relates specifically to Rural Development. The Applicants and Staff have identified the following language in that section as relevant to the Application.

Growth Potential

As of 2010, the strong population growth of the last decade in Deschutes County was thought to have leveled off due to the economic recession. Besides flatter growth patterns, changes to State regulations opened up additional opportunities for new rural

development. The following list identifies general categories for creating new residential lots, all of which are subject to specific State regulations.

- **2009 legislation permits a new analysis of agricultural designated lands**
- **Exceptions can be granted from the Statewide Planning Goals**
- **Some farm lands with poor soils that are adjacent to rural residential uses can be rezoned as rural residential**

FINDING: This section of the Comprehensive Plan does not contain Goals or Policies but does provide the guidance above. In response to this section, the Applicant provided the following response in the burden of proof:

The above part of the plan is not a plan policy and is not an applicable approval criterion but rather an explanation of how the County calculated expected growth. As shown above, the County's Comprehensive Plan provisions anticipate the need for additional rural residential lots as the region continues to grow. This includes providing a mechanism to rezone farm lands with poor soils to a rural residential zoning designation. While this rezone application does not include the creation of new residential lots, the applicant has demonstrated the subject property is comprised of poor soils that are adjacent to rural residential, MUA-10 zone, uses to the west as well as near rural residential, RR-10 zone and MUA-10 zone, uses to the south and is near (within 1 mile) of the City limits of Bend to the west and even closer to the Stevens Road Tract, which will be brought inside the UGB pursuant to HB 3318.

Rezoning the subject property to MUA-10 is consistent with this criterion, as it will provide for an orderly and efficient transition from the Bend Urban Growth Boundary to rural and agricultural lands. Additionally, it will link the non-productive lands of the subject property with existing residential development and street systems to the west, furthering the creation a buffer of MUA-10 zoned land along the City's eastern boundary where the quality of soils are poor and the land is not conducive for commercial agriculture.

Staff noted that the MUA-10 zone is a rural residential zone and as discussed in the Basic Findings section, there are several nearby properties to the north and northeast that are zoned MUA-10 as well as nearby EFU zoned properties developed with residential uses. Staff noted this policy references the soil quality, which staff has discussed above. Staff agreed with the Applicant's response and finds the proposal complies with this policy.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

Section 3.3, Rural Housing

Rural Residential Exception Areas

In Deschutes County most rural lands are designated for farms, forests or other resources and protected as described in the Resource Management chapter of this Plan. The majority of the land not recognized as resource lands or Unincorporated Community is designated

Rural Residential Exception Area. The County had to follow a process under Statewide Goal 2 to explain why these lands did not warrant farm or forest zoning. The major determinant was that many of these lands were platted for residential use before Statewide Planning was adopted.

In 1979 the County assessed that there were over 17,000 undeveloped Rural Residential Exception Area parcels, enough to meet anticipated demand for new rural housing. As of 2010 any new Rural Residential Exception Areas need to be justified through initiating a nonresource plan amendment and zone change by demonstrating the property does not meet the definition of agricultural or forest land, or taking exceptions to farm, forest, public facilities and services and urbanization regulations, and follow guidelines set out in the OAR.

FINDING: Prior Hearings Officer’s decisions have found that Section 3.3 is not a plan policy or directive. PA-11-17/ZC-11-2; 247-16-000317-ZC/318-PA; 247-18-000485-PA/486-ZC. I hereby adopt the findings in the staff report for this criterion.

Based on the above, the Hearings Officer agrees with the past Deschutes County Hearings Officer interpretations and with the staff interpretation and finds that the above language is not a policy and does not require an exception to the applicable Statewide Planning Goal 3. Staff finds the proposed RREA plan designation is the appropriate plan designation to apply to the Subject Property. In the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

Section 3.7, Transportation

FINDING: Section 3.7 of Comprehensive Plan Chapter 3 relates specifically to Transportation. The Applicants and Staff have identified the following goal and policy in that section as relevant to the Application.

**Appendix C – Transportation System Plan
ARTERIAL AND COLLECTOR ROAD PLAN**

...
Goal 4. Establish a transportation system, supportive of a geographically distributed and diversified economic base, while also providing a safe, efficient network for residential mobility and tourism.

...
Policy 4.4 Deschutes County shall consider roadway function, classification and capacity as criteria for plan map amendments and zone changes. This shall assure that proposed land uses do not exceed the planned capacity of the transportation system.

FINDING: The Applicants and the Staff Report assert this policy advises the County to consider the roadway function, classification and capacity as criteria for Comprehensive Plan amendments and zone changes. Compliance with OAR 660-012, also known as the Transportation Planning Rule (TPR),

is described below in subsequent findings, and the Applicants and Staff assert that such compliance is sufficient to demonstrate compliance with these transportation goals and policies.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

OREGON ADMINISTRATIVE RULES CHAPTER 660, LAND CONSERVATION AND DEVELOPMENT DEPARTMENT

FINDING: The Applicants and the Staff Report identify several administrative rules as potentially applicable to the Application.

Division 6, Goal 4 – Forest Lands

OAR 660-006-0005

- (7) “Forest lands” as defined in Goal 4 are those lands acknowledged as forest lands, or, in the case of a plan amendment, forest lands shall include:**
 - (a) Lands that are suitable for commercial forest uses, including adjacent or nearby lands which are necessary to permit forest operations or practices; and**
 - (b) Other forested lands that maintain soil, air, water and fish and wildlife resources.**

FINDING: The Applicants and the Staff Report assert that the Subject Property does not appear to qualify as forest land and, therefore, the administrative rules relating to forest land are not applicable. The Subject Property is not zoned for forest lands, nor are any of the Subject Property within a 3-mile radius of forest lands. The Subject Property does not contain merchantable tree species and there is no evidence in the record that the Subject Property has been employed for forestry uses historically.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with these administrative rules.

Division 33 - Agricultural Lands & Statewide Planning Goal 3 - Agricultural Lands;

OAR 660-015-0000(3)

To preserve and maintain agricultural lands.

Agricultural lands shall be preserved and maintained for farm use, consistent with existing and future needs for agricultural products, forest and open space and with the state's agricultural land use policy expressed in ORS 215.243 and 215.700.

FINDING: Goal 3 continues on to define “Agricultural Land,” which is repeated in OAR 660-033-0020(1). Staff makes findings on this topic below and incorporates those findings herein by reference.

OAR 660-033-0020, Definitions

For purposes of this division, the definitions in ORS 197.015, the Statewide Planning Goals, and OAR Chapter 660 shall apply. In addition, the following definitions shall apply:

(1)(a) "Agricultural Land" as defined in Goal 3 includes:

- (A) Lands classified by the U.S. Natural Resources Conservation Service (NRCS) as predominantly Class I-IV soils in Western Oregon and I-VI soils in Eastern Oregon];**

FINDING: The Applicant’s basis for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not defined as “Agricultural Land.” In support, the Applicant offers the following response as included in the submitted burden of proof statement:

ORS 215.211 grants a property owner the right to rely on more detailed information that provided by the NRCS Web Soil Survey of the NRCS to “assist the county to make a better determination of whether land qualifies as agricultural land.” Statewide Goal 3, discussed above, and OAR 660-033-0030(5) also allow the County to rely on the more detailed and accurate information by a higher order soil survey rather than information provided by the NRCS. The law requires that this survey use the NRCS soil classification system in conducting the survey, making it clear that the point of the survey is to provide better soil classification information than provided by the NRCS for use in making a proper decision whether land is or is not “Agricultural Land.” The Subject Property is not properly classified as Agricultural Land and does not merit protection under Goal 3. The soils are predominately Class 7 and 8, as demonstrated by the site-specific soils assessment conducted by Mr. Gallagher, a certified soils scientist. State law, OAR 660-033-0030, allows the County to rely on for more accurate soils information, such as Mr. Gallagher's soil assessment. Mr. Gallagher found that approximately 58.5 percent of the soils on the Subject Property (approximately 23.4 acres) are Land Capability Class 7 and 8 soils that have severe limitations for farm use. He also found the site to have low soil fertility, shallow and very shallow soils, abundant rock outcrops, rock fragments on the soil surface, restrictive for livestock accessibility, and low available water holding capacity, all of which are considerations for the determination for suitability for farm use.

Because the Subject Property is comprised predominantly of Class 7 and 8 soils, the property does not meet the definition of “Agricultural Land” under OAR 660-033-020(1)(a)(A), listed above as having predominantly Class I-VI soils.

Ms. Macbeth from COLW argued that applicant misconstrues this rule in its burden of proof statement. Ms. Macbeth finds fault with the applicant referring to OAR 660-033-0030 to provide “more accurate soils information.” She argues that a “more detailed study is not more accurate”. Page 2, February 28, 2023 testimony. Ms. Macbeth argues that the applicant’s soil study cannot “change or replace the NRCS data...”

The applicants responded to this testimony in its February 28, 2023, submittal.

Goal 3 specifically allows local governments to rely on more detailed soils data than provided by the NRCS. It says:

"More detailed soil data to define agricultural land may be utilized by local governments if such data permits achievement of this goal."

The purpose of Goal 3 is to preserve agricultural land. It is not intended to preserve land that does not meet the definition of "agricultural land."

The applicants then argues that ORS 215.211(1) the legislature specifically provided the rights for applicants to provide more detailed soils information. The applicant argues that the rules support this finding:

DLCD understands that the more detailed soils surveys allowed by Statewide Goal 3 and ORS 197.211 may be used in lieu of NRCS soils surveys. On its website, DLCD explains:

*"Soil mapping done by the USDA Natural Resources Conservation Service (NRCS) is the most common tool used for identifying the types of soils in an area. The NRCS provides a rating for each soil type that indicates how suited the soil is for agriculture. ****

*NRCS does not have the ability to map each parcel of land, so it looks to larger areas. This means that the map may miss a pocket of different soils. DLCD has a process landowners can use to challenge NRCS soils information on a specific property. Owners who believe soil on their property has been incorrectly mapped may retain a 'professional soil classifier ... certified by and in good standing with the Soil Science Society of America ' *** through a process administered by DLCD. This soils professional can conduct an assessment that may result in a change of the allowable uses for the property."*

I find that the applicant's argument is more convincing. That statutes and the rules and the DLCD's interpretation of their rules allow applicants to submit more detailed soils information which can be used to determine whether the property meets the definition of "agricultural lands." See following sections.

Staff reviewed the soil study provided by Andy Gallagher of Red Hill Soils (dated September 26, 2022) and agree with the Applicant's representation of the data for the Subject Property. Staff found that based on the submitted soil study and the above OAR definition, that the Subject Property is comprised predominantly of Class 7 and 8 soils and, therefore, does not constitute "Agricultural Lands" as defined in OAR 660-033-0020(1)(a)(A) above.

Based on the foregoing, I find that the Subject Property should not be considered agricultural land under this part of the administrative rules.

(B) Land in other soil classes that is suitable for farm use as defined in ORS 215.203(2)(a), taking into consideration soil fertility; suitability for grazing;

climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices; and

FINDING: According to the Applicants, this part of the definition of "Agricultural Land" requires the County to consider whether the Class 7 and 8 soils found on the Subject Property are suitable for farm use despite their Class 7 and 8 soil classification. The Applicants rely on a decision by the Oregon Supreme Court that determined the term "farm use" as used in this rule and Goal 3 means the current employment of land for the primary purpose of obtaining a profit in money through specific farming-related endeavors.¹ Applying that definition, the Applicants describe various limitations on the ability of the Subject Property to support farm uses, including, among other factors, a limited water rights and low soil fertility. Applicant argues that these factors demonstrate that the property is not agricultural land.

Mr. Kesner from 1000 Friends of Oregon argues in its February 28th submittal that:

The applicant's analysis as to whether the property is agricultural land as defined by DC 18.04.030 and OAR 660-033-0020(1)(a) is faulty in several ways. First, the applicant fails to demonstrate that the property is not suitable for any "farm use" as defined under ORS 215.203(2)(a). See OAR 660-033-0020(1)(a)(B) (agricultural land includes "[l]and in other soil [soil] classes that is suitable for farm use as defined in ORS 215.203(2)(a)). "Farm use" is defined as "current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or the feeding, breeding, management and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof." ORS 215.203(2)(a). The applicant has only addressed capacity for raising crops and livestock, and has not considered the capability of the land to support other activities classified as a "farm use."

Mr. Kesner makes an interesting argument here that the applicant and the County must consider other farm uses such poultry, fur-bearing animals or honeybees etc. in making the determination of whether the property is agricultural land. Mr. Kesner would require a review of the general definition of "farm use" found in the statute for the determination of whether the property is "agricultural land."

I find that Mr. Kesner's interpretation is not persuasive. The legislature would not have adopted ORS 215.211 and allowed a county to consider more detailed soils information "to make a better determination of whether land qualifies as agricultural land..." if they also had to consider whether the applicants could raise bees etc.. The rules also specifically allow for the consideration of soil types in determining "agricultural land". This statute and the rules implementing it all lead to my conclusion that this additional analysis of whether the property must meet the broad definition of agricultural in ORS 205.203(2)(a) is not required.

¹ *Wetherell v. Douglas County*, 342 Or 666, 160 P3d 614 (2007).

Mr. Kesner also argues that since the property has a significant amount of class 3-6 soils and that there are many farms in Deschutes County that operate with much smaller acreage than the Subject Property. Mr Kesner argues that this demonstrates that these small farms are “an accepted and predominant farm practice in Deschutes County.” This is also an interesting argument. However, under the statute and administrative rules the County is examining whether this property is “agricultural land” based on its soils and other factors. I find that based on the above-described law as applied to soils types and the other factors described in the staff report, that the property is not property classified as “agricultural land.”

Staff agrees with the Applicant that many of the factors surrounding the Subject Property – such as nearby residential and non-agricultural related land uses, high-cost of dryland grazing, soil fertility, and lack of availability of water rights result in an extremely low possibility of farming on the Subject Property.

Based on the foregoing, I find that the Subject Property should not be considered agricultural land and is not suitable for farming under this part of the administrative rules.

(C) Land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.

FINDING: The staff report found that the Applicant provided an analysis of land uses and agricultural operations surrounding the Subject Property. The Applicant analysis determined that barriers for the Subject Property to engage with these properties in a farm use include: poor quality soils, lack of irrigation, proximity and significant topography changes.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Subject Property is not necessary to permit farm practices to be undertaken on adjacent or nearby agricultural land under this part of the administrative rules.

(b) Land in capability classes other than I-IV/I-VI that is adjacent to or intermingled with lands in capability classes I-IV/I-VI within a farm unit, shall be inventoried as agricultural lands even though this land may not be cropped or grazed;

FINDING: Staff report agrees with the Applicant’s findings that this property is not part of a farm unit with the surrounding agricultural lands.

The staff report include the applicant’s response to arguments from 1000 Friends as to the Farm Unit rule.

Goal 3 applies a predominant soil type test to determine if a property is "agricultural land." If a majority of the soils are Class 1-6 in Central or Eastern Oregon, it must be classified "agricultural land." 1000 Friends position is that this is a 100% Class 7-8 soils test rather than a 51% Class 7 and 8 soils test because the presence of any Class 1-6 soil requires the County to identify the entire property as "agricultural land." Case law indicates that the Class 1-6 soil test applies to a subject

property proposed for a non-agricultural plan designation while the farm unit rule looks out beyond the boundaries of the subject property to consider how the subject property relates to lands in active farming in the area that was once a part of the area proposed for rezoning. It is not a test which requires that 100% of soils on a subject property be Class 1-6.

I find that the applicant's argument is more persuasive. The law allows for land that is not predominantly class 1-6 soils to not be considered agricultural lands. As such, it makes sense that the test under the farm unit rule would not require property to be 100% class 7-8 soils to meet this test. The applicants also argue:

The farm unit rule is written to preserve large farming operations in a block. It does this by preventing property owners from dividing farmland into smaller properties that, alone, do not meet the definition of "agricultural land." The subject property is not formerly part of a larger area of land that is or was used for farming operations and was then divided to isolate poor soils so that land could be removed from EFU zoning. As demonstrated by the historic use patterns and soils reports, it does not have poor soils adjacent to or intermingled with good soils within a farm unit. The subject property is not in farm use and has not been in farm use of any kind. It has no history of commercial farm use and contains soils that make the property generally unsuitable for farm use as the term is defined by State law. It is not a part of a farm unit with other land.

I agree with the applicant that the property was not formerly part of a larger area of land that was used for farming operations. As such, I find that the application complies with this part of the administrative rules.

OAR 660-033-0030, Identifying Agricultural Land

- (1) All land defined as "agricultural land" in OAR 660-033-0020(1) shall be inventoried as agricultural land.**
- (2) When a jurisdiction determines the predominant soil capability classification of a lot or parcel it need only look to the land within the lot or parcel being inventoried. However, whether land is "suitable for farm use" requires an inquiry into factors beyond the mere identification of scientific soil classifications. The factors are listed in the definition of agricultural land set forth at OAR 660-033-0020(1)(a)(B). This inquiry requires the consideration of conditions existing outside the lot or parcel being inventoried. Even if a lot or parcel is not predominantly Class I-IV soils or suitable for farm use, Goal 3 nonetheless defines as agricultural "lands in other classes which are necessary to permit farm practices to be undertaken on adjacent or nearby lands". A determination that a lot or parcel is not agricultural land requires findings supported by substantial evidence that addresses each of the factors set forth in 660-033-0020(1).**

FINDING: The Applicant addressed the factors in OAR 660-033-0020(1) above. I find that the properties are not "agricultural land," as referenced in OAR 660-033-0030(1) above and contain barriers for farm use including poor quality soils and lack of irrigation as described in the soil study produced by Mr. Gallagher. I also find that the Applicant has provided adequate responses

indicating the Subject Property is not necessary to permit farm practices undertaken on adjacent and nearby lands. Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the administrative rules do not require the Subject Property to be inventoried as agricultural land.

- (3) Goal 3 attaches no significance to the ownership of a lot or parcel when determining whether it is agricultural land. Nearby or adjacent land, regardless of ownership, shall be examined to the extent that a lot or parcel is either "suitable for farm use" or "necessary to permit farm practices to be undertaken on adjacent or nearby lands" outside the lot or parcel.**

FINDING: As concluded in other findings above, the Subject Property is not suitable for farm use and are not necessary to permit farm practices to be undertaken on adjacent or nearby lands. The ownership of the Subject Property is therefore not being used as a factor to determine whether the Subject Property is agricultural land.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this part of the administrative rules.

- (5)(a) More detailed data on soil capability than is contained in the USDA Natural Resources Conservation Service (NRCS) soil maps and soil surveys may be used to define agricultural land. However, the more detailed soils data shall be related to the NRCS land capability classification system.**
- (b) If a person concludes that more detailed soils information than that contained in the Web Soil Survey operated by the NRCS as of January 2, 2012, would assist a county to make a better determination of whether land qualifies as agricultural land, the person must request that the department arrange for an assessment of the capability of the land by a professional soil classifier who is chosen by the person, using the process described in OAR 660-033-0045.**

FINDING: Mr. Gallagher's soil study concludes that the Subject Property contains 58 percent Class 7 and 8 soils. The submitted soil study prepared by Mr. Gallagher is accompanied in the submitted application materials by correspondence from the Department of Land Conservation and Development (DLCD). The DLCD correspondence confirms that Mr. Gallagher's prepared soil study is complete and consistent with the reporting requirements for agricultural soils capability as dictated by DLCD. Based on Mr. Gallagher's qualifications as a certified Soil Scientist and Soil Classifier, the staff found the submitted soil study to be definitive and accurate in terms of site-specific soil information for the Subject Property.

I find that the Applicants have elected to provide a more detailed agricultural soil assessment, conducted by Mr. Gallagher, a Certified Professional Soil Scientist approved by the Department of Land Conservation and Development. The analysis under section OAR 660-033-0020(1)(a), above, also applies here to address the comments by COWL. Based on the undisputed facts in that report, the Subject Property do not qualify as "agricultural land."

- (c) ***This section and OAR 660-033-0045 apply to:***
 - (A) ***A change to the designation of land planned and zoned for exclusive farm use, forest use or mixed farm-forest use to a non-resource plan designation and zone on the basis that such land is not agricultural land; and***

FINDING: I find that this administrative rule does not establish a particular standard and simply confirms when this section of the administrative rules applies.

- (d) ***This section and OAR 660-033-0045 implement ORS 215.211, effective on October 1, 2011. After this date, only those soils assessments certified by the department under section (9) of this rule may be considered by local governments in land use proceedings described in subsection (c) of this section. However, a local government may consider soils assessments that have been completed and submitted prior to October 1, 2011.***

FINDING: The Applicant submitted a soil study by Mr. Gallagher of Red Hill Soils dated September 26, 2022. The soils study was submitted following the ORS 215.211 effective date. The Applicant submitted to the record an acknowledgement from Hilary Foote, Farm/Forest Specialist with the DLCDC, dated October 27, 2022, that the soil study is complete and consistent with DLCDC’s reporting requirements. Staff found this criterion to be met based on the submitted soil study and confirmation of completeness and consistency from DLCDC

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this part of the administrative rules.

DIVISION 12, TRANSPORTATION PLANNING

OAR 660-012-0060 Plan and Land use Regulation Amendments

- (1) ***If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:***
 - (a) ***Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);***
 - (b) ***Change standards implementing a functional classification system; or***
 - (c) ***Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand***

management. This reduction may diminish or completely eliminate the significant effect of the amendment.

- (A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
- (B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**
- (C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.**

FINDING: This above language is applicable to the proposal because it involves an amendment to an acknowledged comprehensive plan. The proposed plan amendment would change the designation of the Subject Property from AG to RREA and change the zone from EFU to MUA-10. The Applicant is not proposing any land use development of the properties at this time.

As referenced in the staff report, the Senior Transportation Planner for Deschutes County requested additional information to clarify the conclusions provided in the traffic study. The Applicant submitted an updated report from Joe Bessman, PE of Transight Consulting, LLC dated January 3, 2023, to address trip distribution, traffic volumes, and Transportation Planning Rule (TPR) criteria. The updates were reviewed by the Senior Transportation Planner who indicated his concerns were satisfied with the amended report. Mr. Bessman includes the following conclusions in the traffic impact analysis dated January 3, 2023:

- *Rezoning of the 40-acre property from EFU-TRB to MUA provides nearly identical potential impacts as the existing zoning, with the potential for a reduction in weekday daily and weekday p.m. peak hour trips, even with inclusion of the conditionally allowed uses within the MUA zoning.*
- *With a comparative assessment of outright allowable uses the rezone reduces the trip generation of the property in comparison to what could be built within the EFU zoning.*
- *The lack of a change in trip generation potential trip generation potential between reasonable build-out scenarios does not meet Deschutes County, ODOT, or City of Bend thresholds of significance at any nearby locations.*
- *Comparison of the maximum outright development in the MUA zoning to the single existing home would only show seven additional weekday p.m. peak hour trips and 66 additional weekday daily trips.*
- *Operational analysis shows that the Stevens Road and Ward Road corridors remain within Deschutes County's performance thresholds using either the adopted 2030 TSP or values within the pending 2040 TSP Update.*

Based on the County Senior Transportation Planner's comments and the traffic study from Transight Consulting, LLC, staff found compliance with the Transportation Planning Rule had been effectively demonstrated. Based on the revised traffic study, staff believed that the proposed plan amendment and zone change would be consistent with the identified function, capacity, and performance standards of the County's transportation facilities in the area.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application satisfies this administrative rule.

DIVISION 15, STATEWIDE PLANNING GOALS AND GUIDELINES

OAR 660-015, Division 15, Statewide Planning Goals and Guidelines

FINDING: Division 15 of OAR chapter 660 sets forth the Statewide Planning Goals and Guidelines, with which all comprehensive plan amendments must demonstrate compliance. The Applicants assert the Application is consistent with all applicable Goals and Guidelines, which no participant to this proceeding disputes. In light of the foregoing, and in the absence of any counter evidence or argument, I adopt the Applicants' position and find that the Plan Amendment and Zone Change are consistent with the applicable Goals and Guidelines as follows:

“Goal 1, Citizen Involvement. Deschutes County will provide notice of the application to the public through mailed notice to affected property owners and by requiring the Applicants to post a "proposed land use action sign" on the Subject Property. Notice of the Hearings held regarding this application was placed in the Bend Bulletin. A minimum of two public hearings will be held to consider the Application.

Goal 2, Land Use Planning. Goals, policies and processes related to zone change applications are included in the Deschutes County Comprehensive Plan and Titles 18 and 23 of the Deschutes County Code. The outcome of the Application will be based on findings of fact and conclusions of law related to the applicable provisions of those laws as required by Goal 2.

Goal 3, Agricultural Lands. The Applicants have shown that the property is not agricultural land because it consists predominantly of Class 7 and 8 soils that are not suitable for farm use.

Goal 4, Forest Lands. Goal 4 is not applicable because the Subject Property does not include any lands or soils that are zoned for, or that support, forest uses.

Goal 5, Natural Resources, Scenic and Historic Areas, and Open Spaces. The subject property does not contain any inventoried Goal 5 resources.

Goal 6, Air, Water, and Land Resources Quality. The approval of this Application will not impact the quality of the air, water, and land resources of the County. Any future development of the Subject Property will be subject to applicable local, state, and federal regulations that protect these resources.

Goal 7, Areas Subject to Natural Disasters and Hazards. According to the Deschutes County DIAL property information and Interactive Map, the entirety of Deschutes County, including the Subject Property, is located in a Wildfire Hazard Area. The Subject Property is also located in Rural Fire Protection District #2. Rezoning the property to MUA-10 does not change the Wildfire Hazard

Area designation. Any future development of the Subject Property will need to demonstrate compliance with any fire protection regulations and requirements of Deschutes County.

Goal 8, Recreational Needs. *This goal is not applicable because no development is proposed and the Subject Property is not planned to meet the recreational needs of Deschutes County. Therefore, the proposed rezone will not impact the recreational needs of Deschutes County.*

Goal 9, Economy of the State. *This goal is not applicable because the Subject Property is not designated as Goal 9 economic development land. In addition, the approval of this application will not adversely affect economic activities of the state or area.*

Goal 10, Housing. *The County's comprehensive plan Goal 10 analysis anticipates that farm properties with poor soils, like the Subject Property, will be converted from EFU to MUA-10 or RR-10 zoning and that these lands will help meet the need for rural housing. Approval of this Application, therefore, is consistent with Goal 10 as implemented by the acknowledged Deschutes County Comprehensive Plan.*

Goal 11, Public Facilities and Services. *The approval of this Application will have no adverse impact on the provision of public facilities and services to the Subject Property. Pacific Power has confirmed that it has the capacity to serve the Subject Property and the proposal will not result in the extension of urban services to rural areas.*

Goal 12, Transportation. *This application complies with the Transportation System Planning Rule, OAR 660-012-0060, the rule that implements Goal 12. Compliance with that rule also demonstrates compliance with Goal 12.*

Goal 13, Energy Conservation. *The approval of this application does not impede energy conservation. The Subject Property is located within 1 mile from the city limits of Bend. If the property is developed with additional residential dwellings in the future, providing homes in this location as opposed to more remote rural locations will conserve energy needed for residents to travel to work, shopping and other essential services provided in the City of Bend.*

Goal 14, Urbanization. *Staff found that this goal is not applicable because the Applicants' proposal does not involve property within an urban growth boundary and does not involve the urbanization of rural land. The MUA-10 zone is an acknowledged rural residential zoning district that limits the intensity and density of developments to rural levels. The compliance of this zone with Goal 14 was recently acknowledged when the County amended its Comprehensive Plan. The Comprehensive Plan recognizes the fact that the MUA-10 and RR zones are the zones that will be applied to lands designated Rural Residential Exception Areas.*

Mr. Kesner, 1000 Friends of Oregon, argues that the application does not adequately consider this goal or seek an exception. February 28, 2023, submittal. At the hearing, the applicant testified that the MUA-10 zone has been acknowledged to be in compliance with Goal 14. The staff concurred with that decision.

I find that this Goal is not applicable for the reasons above.

Goals 15 through 19. *These goals do not apply to land in Central Oregon."*

IV. CONCLUSIONS

Based on the foregoing findings, I find the Applicants have met their burden of proof with respect to the standards for approving the requested Plan Amendment and Zone Change. I therefore recommend to the County Board of Commissioners that the Application be APPROVED.

Dated this 17th Day of March, 2023

Alan A. Rappleyea

Alan A. Rappleyea
Deschutes County Hearings Officer