



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, OCTOBER 18, 2021

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

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

AGENDA

MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, meetings and hearings of the Deschutes County Board of Commissioners have been conducted primarily in a virtual format. Effective June 30, 2021, COVID-based restrictions have been discontinued.

Attendance/Participation options include: A) In Person Attendance and B) Live Stream Video: Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings.

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by 8:00 a.m. before the start of the meeting will be included in the meeting record.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ACTION ITEMS

1. **1:00 PM** Consideration of Deschutes County Adult Treatment Court Grant (Deschutes County Adult Treatment Court formerly known as Deschutes County Family Drug Court)
2. **1:30 PM** REDI Enterprise Zone – Extended Abatement Agreement – Pacific Coast Building Supply
3. **1:45 PM** Discussion and Consideration of Board Approval of Deschutes County Employee Benefits Plan
4. **2:15 PM** FY 2022 Q2 Discretionary Grant Review

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.

ADJOURN



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, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

Consent Agenda

MEETING DATE: 10/13/2021

SUBJECT: Deschutes County Adult Treatment Court Grant (Deschutes County Adult Treatment Court formerly known as Deschutes County Family Drug Court)

RECOMMENDED MOTION:

Move approval of authorization for chair to sign grant agreement with the Oregon Criminal Justice Commission providing two years of funding for the Deschutes County Adult Treatment Court (Formerly Family Drug Court).

BACKGROUND AND POLICY IMPLICATIONS:

On June 9th, 2021 we received permission from the Board of County Commissioners to apply for competitive Treatment Court funds from the Oregon Criminal Justice Commission. Deschutes County was awarded \$468,313 for the 21-23 Biennium.

Deschutes County Adult Treatment has been operating with Criminal Justice Commission (CJC) support since 2006. Grant administration transferred to Community Justice from Behavioral Health this year due to increased duties with stabilization center and similarities between the Adult Treatment and business operations of Community Justice. The Local Public Safety Coordinating Council (LPSCC) provided a letter of support for the grant this past month as required for the application.

The court provides the following:

- *Single-judge Court*
- *Judicially supervised treatment for individuals with a substance use disorder as an alternative to incarceration*
- *Helping participants obtain skills to maintain long-term recovery and a pro-social lifestyle, including parent education to participants with children*
- *Comprehensive supervision and case management, including assisting participants with housing, vocational, educational, and employment needs.*

Deschutes County Adult Treatment Court partner agencies include Deschutes County Community Justice- Adult Probation and Parole, Deschutes County Sheriff's Office, Deschutes County District Attorney's Office, County Public Defenders, Department of Human Services- Child Welfare, Deschutes County Health Services, CASA of Central Oregon, Bend Recovery Home and local substance use disorder, mental health and parenting service providers

We are requesting board signature on the grant agreement which provides Deschutes County Adult Treatment Court with \$468,313. The Oregon Judicial Department will receive \$254,688.00 to fund the personnel and Deschutes County Community Justice will receive \$213,625.00 for program costs and participant supports

BUDGET IMPACTS:

This grant has already been accounted for in our budget. It is a reimbursement grant that will reimburse us up to \$213,625.00 for FY22 and FY23. This is an increase compared to the previous biennium.

ATTENDANCE:

Trevor Stephens, Management Analyst (Adult Parole and Probation)

CRIMINAL JUSTICE COMMISSION
SPECIALTY COURTS GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **Deschutes County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of July 1, 2021 or the date when this Agreement is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$213,625** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibits A and B (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 45 days after the Project End Date. The Grant Funds provided under this Agreement are a subaward of federal funds received by CJC under a Federal award. Additional information on the Federal award and subaward are set forth in Exhibit E.

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

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Project Goals and Objectives**
- Exhibit C: **Sub-agreement Insurance Requirements**
- Exhibit D: **Federal Terms and Conditions**
- Exhibit E: **Federal Award and Subaward Information**

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

3. Reports. Grantee shall submit the reports required by this section.

a. Progress Reports. Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than October 15, January 15, April 15 and

July 15 for the prior calendar quarter. Additionally, Grantee shall submit to CJC no later than January 15 an annual Progress Report for the prior year that describes, in a narrative fashion, Grantee's progress in meeting the Project's objectives and any remedial actions necessary if those objectives have not been met in any respect. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. Requests for Reimbursement. Grantee shall submit to CJC a Request for Reimbursement ("RFR") each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 15, January 15, April 15, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC's approval of a RFR. "Eligible Costs" are the necessary and reasonable costs incurred by Grantee (or a Sub-grantee or subrecipient under a Sub-agreement) during the Project Period in implementation of the Project and that are allocable thereto, as further described in 2 CFR Part 200, Subpart E (Cost Principles), and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred. CJC will reimburse travel expenses only after the travel actually occurs. By way of example only, CJC will not reimburse the costs of an airplane ticket unless and until the ticketed air travel has actually occurred.
- ii.** When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- v. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

5. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

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

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

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

e. Registration with the System for Award Management (SAM). Grantee has registered with SAM (available through <http://www.ojp.usdoj.gov/funding/sam.htm>) and has provided its Data Universal Numbering System (DUNS) Number to CJC.

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

6. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations, and in accordance with 2 CFR Part 200, Subpart F. Grantee shall ensure that each of its Sub-grantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the “Secretary”), the United States Department of Justice Office of Special Programs, Bureau of Justice Assistance (“USDOJ”), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

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

c. Expenditure Records. Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

d. Audits. If Grantee expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the 2 CFR Part 200, Subpart F (Audit Requirements). Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 6.a herein.

e. Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F, are unallowable. If Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit are not Eligible Costs and may not be charged to Grant Funds.

7. Grantee Sub-agreements and Procurements

a. Sub-agreements. Grantee may enter into agreements with sub-grantees and sub-recipients ("Sub-agreements") for implementation of portions of the Project.

i. Each Sub-agreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Sub-agreement, including but not limited to the requirement to comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. Use of a Sub-agreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Sub-agreement and provide CJC with a copy of a Sub-agreement upon request by CJC. Any material breach of a term or condition of a Sub-agreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. Sub-agreement indemnity; insurance.

Each Grantee Sub-agreement shall require each other party to such Sub-agreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Sub-agreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Sub-agreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Sub-agreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon

or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Sub-agreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Sub-agreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Sub-agreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, as well as the requirements of 2 CFR §§ 200.317-326, as applicable.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

8. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee 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 Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

9. Remedies upon Default. If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 10.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds, and declaration of ineligibility for the receipt of future awards from CJC.

10. Termination

a. Termination by CJC. CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i.** Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii.** Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii.** Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv.** CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v.** Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi.** The Project would not produce results commensurate with the further expenditure of funds.

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

- i.** After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably

anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or

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

c. **Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

11. GENERAL PROVISIONS

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

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped

under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

c. Amendments; budget changes. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

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

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any

obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC or Grantee grant to the United States a license to any intellectual property created, produced or obtained as part of or in connection with the Project, or if applicable law requires that the CJC or the United States own such intellectual property, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or CJC.

h. Governing Law, Consent to Jurisdiction.

i. 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.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the federal laws, rules and regulations described in Exhibit D, as applicable. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

The signatures of the parties follow on the next page.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Signature of GranteeDate

Name/Title

Federal Tax ID NumberState Tax ID Number

Approved by Criminal Justice Commission

Kenneth Sanchagrin, Executive DirectorDate

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated 9/1/21

CJC Contact
CJC Grant Administrator
Rachel McArthur
885 Summer St. NE
Salem, OR 97301-2524
rachel.mcarthur@oregon.gov
(503) 378-2655

Grantee Contact
NAME
ADDRESS
ADDRESS
EMAIL
PHONE

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Specialty Court Grant Program* is to financially support Oregon specialty courts. Oregon specialty courts are those courts, programs and systems identified in Oregon Laws 2013, Chapter 649, Section 39. The specialty courts are designed to address the root causes of criminal activity by offering non-violent offenders an alternative to incarceration. Oregon's best practice standards applicable to the specialty courts are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/family/OregonTreatmentCourtStandards.pdf> and are incorporated herein by reference ("Best Practices").

This Grant Agreement funds the **Deschutes County Adult Drug Court** to address the needs of [adults, veterans, juveniles] who are involved with the criminal justice system, with the goal of providing the opportunity to divert them from prison. Grantee shall administer the Grant Funds provided under this Grant Agreement to support the operation, substantially in accordance with the Best Practices, of the **Deschutes County Adult Drug Court**.

Project Start Date: July 1, 2021

GRANT #: SC-23-011

GRANTEE PROGRAM CONTACT: Trevor Stephens

EMAIL: trevor.stephens@deschutes.org

TELEPHONE: 541-330-8261

Project End Date: June 30, 2023

CFDA #: 16.738

GRANTEE FISCAL CONTACT: Trevor Stephens

EMAIL: trevor.stephens@deschutes.org

TELEPHONE: 541-330-8261

BUDGET SUMMARY:

	Grant Funds Requested
Personnel	\$0
Contractual Personnel Services	\$118,295
Drug Testing	\$24,840
Medical Needs	\$0
Other Participant Supports	\$49,127
Sanction Costs	\$0
Training and Travel	\$0
Evaluation	\$0
Indirect Costs*	\$21,363
Total	\$213,625

*Requested amounts exceeding 10% of county funds were adjusted and redistributed to Other Participant Supports. These funds can be moved to other categories via an amendment request.

FUNDING BREAKDOWN:

A	Total Project Cost	\$213,625
B	Federal Funds	\$213,625
C	Lottery Funds	\$
D	General Funds	\$
E	Other Funds	\$

EXHIBIT B

Project Goals and Objectives

The goal of the Grant Program is to financially support specialty courts serving adults, juveniles, veterans, and families. Specialty courts have demonstrated positive cost-effective results for people struggling with substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance.

All Specialty Court Grant Program awards require recipients to submit progress reports quarterly through OJD's Specialty Court Case Management System (SCMS) <https://scms.oregon.gov> and CJC's grant administration website <https://cjc-grants.smapply.io/>. Awards also require recipients to upload federal progress reporting into the grant administration website as outlined below. Grantees shall complete and submit progress reports that contain all of the requested data.

1. SCMS CJC State Report

- a. All participant related tracking information in SCMS
- b. Complete for the quarter no later than the 15th of the month following the end of the quarter.

2. Semi-Annual Progress Report

- a. Court Name
- b. Court Type
- c. What is working well? (Narrative, 150 words)
- d. What is challenging? (Narrative, 150 words)
- e. The Specialty Court Grant Program funds are one-time funding that cannot be rolled over into future grant periods. At the end of the grant period any unspent funds are returned to Oregon's General Fund. What is the court's biggest barrier to spending all of the grant dollars awarded? (Narrative, 50 words)
- f. What is the court doing to address any barriers to spending all of the grant dollars awarded? (Narrative, 300 words)
- g. What is the court doing to address any barriers to maintaining monthly participant numbers at or near capacity? Capacity means the number of participants the program can serve at one time, regardless of phase. (Narrative, 150 words)
- h. If the court did not meet Oregon Specialty Court Standards, what is the court doing to improve? Please identify the standard and what work is being done to move towards meeting the standard. (Narrative, 300 words)
- i. What does the court need technical assistance or support with from CJC? (Narrative, 150 words)

EXHIBIT C

Sub-agreement Insurance Requirements

Grantee shall require each other party to a Sub-agreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the Sub-grantee performs under Sub-agreement, and ii) maintain the insurance in full force throughout the duration of the Sub-agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a Sub-grantee to begin work under a Sub-agreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Sub-agreements permitting it to enforce Sub-grantee 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 Sub-agreement as permitted by the Sub-agreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a Sub-grantee to work under a Sub-agreement when the Grantee is aware that the Sub-grantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Sub-agreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

☒ Required by CJC ☐ Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Sub-agreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. 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 the Sub-grantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under

the Sub-agreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Sub-agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"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, the Sub-grantee 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 Sub-agreement, for a minimum of 24 months following the later of : (i) the Sub-grantee's completion and Grantee's acceptance of all services required under the Sub-agreement or, (ii) the expiration of all warranty periods provided under the Sub-agreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the Sub-grantee a certificate(s) of insurance for all required insurance before the Sub-grantee performs under the Sub-agreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Sub-grantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

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

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

EXHIBIT D

Federal Terms and Conditions

- I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)

- II. No Supplanting. The Grantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal aid, would be made available for law enforcement activities.

- III. Compliance with Applicable Law. The Grantee shall comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and CJC in the performance of this Agreement. Without limiting the generality of the foregoing, Grantee shall comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by CJC, including but not limited to:
 - A. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment Regulations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 54, Title IX Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 - B. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 - C. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 - D. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.).
 - E. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 - F. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 - G. Clean Air Act, 42 USC 7401 et seq.
 - H. Clean Water Act, 33 USC 1368 et seq.
 - I. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 - J. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
 - K. Endangered Species Act of 1973, 16 USC 1531 et seq.
 - L. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.

- M. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
- N. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
- O. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
- P. Indian Self-Determination Act, 25 USC 450f.
- Q. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
- R. Animal Welfare Act of 1970, 7 USC 2131 et seq.
- S. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
- T. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
- U. 28 CFR Part 46 and all USDOJ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

IV. Standard Assurances and Certifications Regarding Lobbying.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 any 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 Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The CJC will 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 Sub-grantees will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. Certification of Non-discrimination.

The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination

under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. Grantee shall comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Title VI the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42, Subparts C, D, E, G, and I, and pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

In accordance with Federal civil rights laws, the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court or administrative agency, such as BOLI, makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to CJC. CJC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The addresses for CJC and OCR are as follows:

Oregon Criminal Justice Commission
885 Summer Street, NE
Salem, Oregon 97301

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

VI. Systems Requirements.

- A. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Office of Justice Programs (OJP) requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov.gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- B. Any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.
- C. Grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- D. To avoid duplicating existing networks or information technology systems in any initiatives funded by OJP, Bureau of Justice Assistance (BJA) for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed information technology system.

VII. Services to Limited-English-Proficient (LEP) Persons.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, the CJC and grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- VIII. Equal Employment Opportunity Plan (EEOP). The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the DJCS, if it has received a single reward of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide

an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at:
<http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>:

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements. **The grantee must complete the EEOP certification and submit the Certification or the EEOP document (as applicable) within 60 days of contract execution.**

IX. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

A. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. new construction;
2. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
3. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
4. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

B. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

X. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).
 - D. Notifying the employee that, as a condition of employment under the award, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace.
- XI. No Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," Grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.

EXHIBIT E

Federal Award and Subaward Information
Information required by 2 CFR § 200.332(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match the name associated with its unique entity identifier):
Deschutes County Adult Drug Court
2. Subrecipient's unique entity identifier (e.g. DUNS number): 030805147
3. Federal Award Identification Number (FAIN): 2017-DJ-BX-0064
4. Federal Award Date: 09/18/17
5. Sub-award Period of Performance Start and End Date: From July 01, 2021 to June 30, 2023
6. Sub-award Budget Period State and End Date: From July 01, 2021 to June 30, 2023
7. Total Amount of Federal Funds Obligated by this Agreement: \$213,625
8. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$213,625
9. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:
\$213,625
10. Federal award project description:¹ Edward Byrne Memorial Justice Assistance Grant Program (JAG)
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: Bureau of Justice Assistance
 - (b) Name of pass-through entity: State of Oregon acting by and through its Criminal Justice Commission
 - (c) Contact information for awarding official of the pass-through entity: Alex Pichel 885 Summer St NE, Salem OR 97301 alex.pichel@oregon.gov 503-378-4830
12. Assistance Listings Number and Title: 16.738 Edward Byrne Memorial Justice Assistance Grant Program
 Amount: \$213,625
13. Is Award Research and Development? ☐ Yes ☒ No
14. Indirect cost rate for the Federal award: 10 %

*For the purposes of this Exhibit, the term "Subrecipient" refers to Grantee, and the term "pass-through entity" refers to CJC.

¹ As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).

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



Oregon

Kate Brown, Governor

Criminal Justice Commission

885 Summer St. NE

Salem, OR 97301

TEL: 503-378-4830

FAX: 503-378-4861

Ken Sanchagrin

Executive Director

September 24, 2021

Deschutes County Community Justice
63360 NW Britta Street, Building #2
Bend, OR 97701

Subject: 2021-23 Specialty Court Grant Program Award Letter

COMMISSIONERS

Jeff Auxier

Jessica Beach

Rob Bovett

Wally Hicks

Jessica Kampfe

Sebastian Tapia

Sen Floyd Prozanski*

Rep. Duane Stark*

*Non-Voting

Greetings,

On behalf of the Criminal Justice Commission (CJC), Deschutes County Drug Court has been awarded \$468,313 under the 2021-23 Specialty Court Grant Program.

The Specialty Court Grant Program is a competitive grant program. The grant funding is targeted to support specialty courts meeting [Oregon Specialty Court Standards](#). It is prudent for a court to consider various methods of funding in the event that state or federal grant funds are not available.

Included please find the Grant Award Agreement and other conditions. The award is subject to all programmatic and financial requirements, including timely submissions of any reports, reimbursements and requests for information.

Award Number:	SC-23-011	Project Start:	July 01, 2021
County Amount:	\$ 213,625	Project End:	June 30, 2023
OJD Amount:	\$ 254,688		
Award Date:	July 27, 2021		
Funding Source:	Federal, General Fund		
Statutory Authority:	ORS 423.150 (2)		

For this grant cycle, OJD has requested a single contract between CJC and OJD to simplify the funding process for OJD positions and expenses. Below you will see the breakdown of County funds compared to the OJD portion as identified from your submitted Request for Funding (RFF) form and/or budget amendments.

COUNTY BUDGET SUMMARY

	Grant Funds Requested
Personnel	\$0
Contractual Personnel Services	\$118,295
Drug Testing	\$24,840
Medical Needs	\$0
Other Participant Supports	\$49,127
Sanction Costs	\$0
Training and Travel	\$0
Evaluation	\$0
Indirect Costs	\$21,363
Total	\$213,625

OJD BUDGET SUMMARY

	Grant Funds Requested
Personnel	\$239,688
Contractual Personnel Services	\$0
Rent	\$0
Supplies	\$0
Travel	\$15,000
Equipment	\$0
Evaluation	\$0
Other Expenses	\$0
Total	\$254,688

TO ACCEPT THIS AWARD

Included is the Grant Award Agreement. Please review, sign and return to CJC as soon as possible, but no later than October 10, 2021 in order to request your first reimbursement in October 2021. Electronic copies should be emailed to rachel.mcarthur@cjc.oregon.gov.

CJC will execute the agreement and return a fully executed electronic copy to you for your files.

IMPORTANT RESPONSIBILITIES

Quarterly Progress and Financial Reports:

Grantees are required to submit quarterly financial reports (RFR's) and semi-annual progress reports online through the CJC's grant administration website at <https://cjc-grants.smapply.io/>. The detail for these reports are listed in the Grant Award Agreement.

Amendments:

Grantees are required to submit all amendment requests through the CJC's grant administration website. Only (1) amendment will be allowed per quarter. Final amendments must be submitted by May 25, 2023 to be processed.

Travel:

Lodging must be at the federal GSA rate to be reimbursed. If the lodging rate is not the federal rate or less none of the lodging costs will be reimbursed. Other policies around travel reimbursements can be found in the Statewide Travel Policy (OAM 40.10.00).

Subaward Contracts and Agreements:

Grantees are responsible for notifying CJC of all sub-recipients of 2021-23 Specialty Court Grant Program funds. CJC reserves the right to obtain copies of all subawards, contracts and agreements. As a grantee you are responsible to ensure sub-recipients adhere to all of the requirements in your Grant Award Agreement with CJC.

GRANT MANAGEMENT HANDBOOK

An updated version of the [Grant Management Handbook](#) is available.

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws as outlined in the handbook.

If you have additional questions please do not hesitate to contact Rachel McArthur, Specialty Court Program Analyst, at rachel.mcarthur@cjc.oregon.gov.

Sincerely,



Ken Sanchagrin, Executive Director

Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301

DESCHUTES COUNTY DOCUMENT SUMMARY

10/18/2021 Item #1.

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: 10/07/2021

Department: Adult Parole and Probation

Name: Oregon Criminal Justice Commission

Contact: Rachel McArthur **Contractor Phone #:** 503-507-4561

Type of Document: Grant Agreement for 21-23 Biennium

Goods and/or Services: Deschutes County Adult Treatment Court Funding

Background & History: Deschutes County Adult Treatment has been operating with Criminal Justice Commission (CJC) support since 2006. Grant administration transferred to Community Justice from Behavioral Health this year due to increased duties with stabilization center and similarities between the Adult Treatment and business operations of Community Justice. The Local Public Safety Coordinating Council (LPSCC) provided a letter of support for the grant this past month as required for the application.

The court provides the following:

- Single-judge Court
- Judicially supervised treatment for individuals with a substance use disorder as an alternative to incarceration
- Helping participants obtain skills to maintain long-term recovery and a pro-social lifestyle, including parent education to participants with children
- Comprehensive supervision and case management, including assisting participants with housing, vocational, educational, and employment needs.

Deschutes County Adult Treatment Court partner agencies include Deschutes County Community Justice- Adult Probation and Parole, Deschutes County Sheriff's Office, Deschutes County District Attorney's Office, County Public Defenders, Department of Human Services- Child Welfare, Deschutes County Health Services, CASA of Central Oregon, Bend Recovery Home and local substance use disorder, mental health and parenting service providers

Deschutes County Adult Treatment Court was awarded \$468,313 for the 21-23 biennium. The Oregon Judicial Department will receive \$254,688.00 to fund the personnel and Deschutes County Community Justice will receive \$213,625.00 for program costs and participant supports

10/7/2021

Agreement Starting Date: 07/01/2021

Ending Date: 06/30/2023

10/18/2021 Item #1.

Annual Value or Total Payment: \$213,625.00

- ☐ Insurance Certificate Received (check box)
General Liability Insurance Expiration Date:
Professional Liability Insurance Expiration Date:

Check all that apply:

- ☐ RFP, Solicitation or Bid Process
☐ Informal quotes (<\$150K)
☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? ☒ Yes ☐ No

If **No**, has budget amendment been submitted? ☐ Yes ☐ No

Is this a Grant Agreement providing revenue to the County? ☒ Yes ☐ No

Special conditions attached to this grant: Reporting requirements

Deadlines for reporting to the grantor and requesting reimbursement: Reports are due the 25th of the Month following the close of each quarter.

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☒ No

Contact information for the person responsible for grant compliance:

Oregon Criminal Justice Commission: Rachel McArthur 503-507-4561

Departmental Contact and Title: Trevor Stephens, Management Analyst

Phone #: 541-330-8261

Department Director Approval:

 10/7/21
Signature Date

Distribution of Document: Return to Trevor Stephens, Adult Parole and Probation.

Official Review:

County Signature Required (check one):

- ☐ BOCC (if \$150,000 or more) – BOARD AGENDA Item
☐ County Administrator (if \$25,000 but under \$150,000)
☐ Department Director - Health (if under \$50,000)

10/7/2021

☐ Department Head/Director (if under \$25,000)

Legal Review _____ Date _____

Document Number



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 18, 2021

SUBJECT: Enterprise Zone – Extended Abatement Agreement – Pacific Coast Building Supply

RECOMMENDED MOTION:

Approve the Agreement for Oregon Enterprise Zone Extended Abatement for Pacific Coast Supply

BACKGROUND AND POLICY IMPLICATIONS:

All employment lands in the City of Redmond are part of a State-enabled economic development designation known as the Enterprise Zone (E-Zone).

The E-Zone allows qualifying businesses and investments to receive a 100% abatement of property taxes associated with the assessed value of new qualifying capital improvements. Companies continue to pay taxes on the value of the land and any capital investments that are not eligible for the abatement. Depending upon the nature of the State program being used, E-Zone abatements can range from three (3) years; to five (5) years (known as the Extended program), to as many as (fifteen) 15 years (known as the Long-Term Rural program). The duration of the abatement is connected to the number of jobs created and wage level.

The three-year abatement does not have an average wage requirement. However, the Extended and Long-Term Rural programs require wages that are certified at or above 150% of Deschutes County average annual compensation (\$71,393).

Compensation under the criteria includes salary, overtime, medical and retirement benefits. Not all jobs created need to exceed the 150 percent average annual compensation criteria, but rather an average of the overall compensation for all net new jobs needs to exceed the 150 percent average annual compensation criteria.

Extended abatements are done through agreements by the E-Zone sponsor(s) which extend the tax abatement for either one or two years beyond the standard three-year

abatement.

Extended abatements need to be approved by the sponsor(s) of the E-Zone. It is the prerogative of the sponsor agency whether or not the approval is made by the governing body or administratively. The Greater Redmond Area E-Zone has three co-sponsors: The City of Redmond; Deschutes County; and the City of Sisters. The City of Redmond's policy is that the Redmond City Council approves all extended E-Zone agreements.

Additionally, the City of Redmond waives or reduces, depending upon specific set criteria, land-use, building and permitting fees.

PROJECT:

What began as Anderson Lumber in 1953 in Sacramento, California, Pacific Coast Supply has grown to one of the largest and most diversified building supply distribution companies in the West. Their 44 locations are strategically located throughout twelve states and carry an inventory of over 22,000 products. The Redmond location will distribute roofing supplies, wall board and other construction materials and supplies.

Pacific Coast Supply purchased land from the City in the Desert Rise Industrial Park. Their intention is to build an approximate 30,000 square feet office/warehouse at 11th and Antler and to employ 15 people in the Central Oregon area. Current plans target an opening in June 2022. The company will likely operate two semi-style trucks, two ten or six-wheeled flatbeds, associated conveyors/boom attachments and four yard lifts to move their product to market.

Pacific Coast Supply submitted an application in April 2021 requesting an extended abatement.

The project being undertaken is construction of a new building and new equipment. Total project cost is estimated at \$4 million, which includes equipment. The company is eligible for a four-year exemption. Roughly \$3 million is capital construction and \$1 million is capital equipment.

The firm will create 15 new jobs in Redmond by the first year of exemption (hiring expected to begin in Spring 2022). The application and wage documentation have been certified above 150% by City Manager Keith Witcosky and Enterprise Zone Manager Jon Stark.

This E-Zone Extended Abatement Agreement is for one additional year for a total of 4 consecutive years.

BUDGET IMPACTS:

This action will extend the property tax abatement for the qualified project by one year, impacting the County's property tax collections. The County's apportionment of the abatement is estimated to be \$3,400/year.

ATTENDANCE:

Jon Stark, Sr. Director, Redmond Economic Development, Inc./EDCO Enterprise Zone
Manager

Greater Redmond Area Enterprise Zone Extended Abatement

WRITTEN AGREEMENT WITH THE GREATER REDMOND AREA ENTERPRISE ZONE SPONSORS TO EXTEND PROPERTY TAX EXEMPTION TO FOUR CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT BY Pacific Coast Supply, d.b.a. Pacific Supply]

The sponsors of the Greater Redmond Area Enterprise Zone comprising the governing bodies of [the City of Redmond, Sisters and Deschutes County] (hereinafter the “Zone Sponsor”) and Pacific Coast Supply, d.b.a. Pacific Supply (hereinafter the “Firm”) do hereby enter into an agreement pursuant to ORS 285C.160 for extending the period of time in which the Firm will receive a property tax exemption on its proposed investments in qualified property in the Greater Redmond Area Enterprise Zone contingent on certain special requirements.

The Zone Sponsor and the Firm jointly acknowledge: That subject to the Firm’s timely submission of an application for authorization, the satisfaction of applicable requirements under ORS 285C.050 to 285C.250 (the “Statute”), and the Zone Sponsor’s approval thereof, the Firm is eligible for three years of property tax exemption on its qualified property. So long as the Firm elects to continue to receive this property tax exemption and continues to qualify, then this agreement shall have no effect on this three-year exemption. Nothing in this agreement shall be construed as a waiver of the qualification requirements of the Statute. If the Firm loses its qualified status for any reason set forth in the Statute, then this agreement becomes null and void.

The Zone Sponsor extends The Firm's property tax exemption an additional one year on all property that initially qualifies in the Greater Redmond Area Enterprise after the initial assessment year beginning on January 1, 2023 and, thus, sets a total period of exemption of four consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be continuously satisfied.

CONFIRMATION OF STATUTORY PROVISIONS

In order to receive the additional one year of enterprise zone exemption granted herein, the Firm agrees under 285C.160(3)(a)(A) that for each year of the entire exemption period, including the first three years and the additional one year, all of the Firm's new employees will receive an average rate of compensation equal to or greater than 150 percent of the county average annual wage, as determined at the time the enterprise zone tax exemption is authorized in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 674 (123-674-0600), the “Compensation standard” .

Only “Affected Employees” are counted. Affected Employees means persons, positions or jobs under ORS 285C.050(13) that satisfy the following criteria: (a) included as “employment of the firm” in accordance with OAR 123-674-0200; and (b) new jobs filled for the first time: (A) after the date of Application under ORS 285C.140(1), even if an individual filling the job is already employed by the eligible business firm in another position that is refilled within the zone; and (B) on or before December 31 at the end of the initial exemption year, and located within the current boundaries of the Greater Redmond Area Enterprise Zone.

Only full-time, year-round and non-temporary employees engaged a majority of their time in the Firm's eligible operations consistent with ORS 285C.135 including but not limited to persons who perform eligible activities as described in OAR 123-674-1100 or 123-674-1200(3) or (4) and OAR 123-674-0200 are counted, regardless of whether such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by the Firm.

LOCAL ADDITIONAL REQUIREMENTS

The Zone Sponsor does not request any requirement of The Firm and relinquishes all rights to make the additional [one/two] years of property tax exemption granted herein contingent on additional requirements that might otherwise be reasonably requested under ORS 285C.160(a)(B).]

ACCEPTING FOR THE CO-SPONSORS OF THE GREATER REDMOND AREA ENTERPRISE ZONE:

Signature: _____ Date: _____
George Endicott, Mayor,
City of Redmond

Signature: _____ Date: _____
Tony DeBone, Board Chair,
Deschutes County

Signature: _____ Date: _____,
Michael Preedin, Mayor,
City of Sisters

ACCEPTING FOR THE FIRM:

Signature: _____

Representative Signature

Date: _____

Printed Name / Title

Address

City, State, Zip

Phone / Fax

Email



CITY OF REDMOND
Community Development Department

411 SW 9th
Redmond, OR 97756

(541) 504-2002
Fax: (541) 548-0253
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: October 12th, 2021
TO: Mayor and City Council Members
THROUGH: Keith Witcosky, City Manager
FROM: Jon Stark, Zone Manager, REDI
SUBJECT: Enterprise Zone – Extended Abatement Agreement – Nosler

Addresses Council Goal:

4. ECONOMIC DEVELOPMENT

Develop and maintain an environment that promotes and supports a strong, healthy and diverse economic base.

B. Maintain Redmond's reputation as "the place to do business in Central Oregon".

i. Provide incentive programs that are regionally and nationally competitive and targeted towards businesses that benefit the community through the creation of family-wage jobs.

Report in Brief:

This action considers an Enterprise Zone Extended Abatement Agreement for Pacific Coast Supply, d.b.a. Pacific Supply for one additional year of qualifying property tax abatement based on capital investment, new job creation and wages.

Background:

All employment lands in the City of Redmond are part of a State enabled economic development designation known as the Enterprise Zone (E-Zone). This program allows qualifying businesses and investments to receive a 100% abatement of property taxes associated with the assessed value of new qualifying capital improvements. Companies continue to pay taxes on the value of the land and any capital investments that are not eligible for the abatement. Depending upon the nature of the State program being used, E-Zone abatements can range from three (3) years; to five (5) years (known as the Extended program), to as many as (fifteen) 15 years (known as the Long-Term Rural program). The duration of the abatement is connected to the number of jobs created and wage level.

The three-year abatement does not have an average wage requirement. However, the Extended and Long-Term Rural programs require wages that are certified at or above 150% of Deschutes County average annual compensation (\$71,393).

Compensation under the criteria includes salary, overtime, medical and retirement benefits. Not all jobs created need to exceed the 150 percent average annual compensation criteria, but rather an average of the overall compensation for all net new jobs needs to exceed the 150 percent average annual compensation criteria.

Extended abatements are done through agreements by the E-Zone sponsor(s) which extend the tax abatement for either one or two years beyond the standard three-year abatement.

Extended abatements need to be approved by the sponsor(s) of the E-Zone. It is the prerogative of the sponsor agency whether or not the approval is made by the governing body or administratively. The Greater Redmond Area E-Zone has three co-sponsors: The City of Redmond; Deschutes County; and the City of Sisters. The City of Redmond's policy is that the Redmond City Council approves all extended E-Zone agreements.

Additionally, the City of Redmond waives or reduces, depending upon specific set criteria, land-use, building and permitting fees.

Discussion:

What began as Anderson Lumber in 1953 in Sacramento, CA, Pacific Coast Supply has grown to one of the largest and most diversified building supply distribution companies in the West. Their 44 locations are strategically located throughout twelve states and carry an inventory of over 22,000 products. The Redmond location will distribute roofing supplies, wall board and other construction materials and supplies.

Pacific Coast Supply intends to build an approximate 30,000 square feet office/warehouse at 11th and Antler and plans to employ 15 people in the Central Oregon area. Current plans call for a target opening in June of 2022. The company will likely operate two semi-style trucks, two ten or six- wheeled flatbeds, associated conveyors/boom attachments and four yard lifts to move their product to market.

Pacific Coast Supply submitted an application in April, 2021 requesting an extended abatement.

The project being undertaken is construction of a new building and new equipment. Total project cost is estimated at \$4 million, which includes equipment eligible for exemption, if approved for 4 years. Roughly \$3 million is capital construction and \$1 million is capital equipment.

The firm will create 15 new jobs in Redmond by the first year of exemption (hiring expected to begin in Spring 2022). The application and wage documentation have been certified above 150% by City Manager Keith Witcosky and Enterprise Zone Manager, Jon Stark.

This E-Zone Extended Abatement Agreement is for one additional year for a total of 4 consecutive years.

Fiscal Impact:

This action will extend the property tax abatement for the qualified project by two years, impacting the City of Redmond's property tax collections. The City of Redmond's apportionment of the abatement is estimated to be \$12,000/year.

Alternative Courses of Action:

1. Approve the Agreement for Oregon Enterprise Zone Extended Abatement for Pacific Coast Supply, d.b.a. Pacific Supply
2. Do not approve the Agreement for Oregon Enterprise Zone Extended Abatement for Pacific Coast Supply, d.b.a. Pacific Supply in which the firm would still be eligible for the "Standard" abatement of three (3) years.

Recommended/Suggested Motion:

"I move to approve the Agreement for Oregon Enterprise Zone Extended Abatement for Pacific Coast Supply, d.b.a. Pacific Supply."

Jon Stark
Enterprise Zone Manager,

Sr. Director
Redmond Economic Development



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 18, 2021

SUBJECT: Discussion and Consideration of Board Approval of Deschutes County Employee Benefits Plan

RECOMMENDED MOTION:

Discussion and Move approval of County Administrator (Plan Sponsor) signature of Deschutes County Employee Benefits Medical Plan documents and service agreement for the 2022 plan year.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County has established the Deschutes County Group Health Plan (referred to as the "Plan") to provide health care coverage for Eligible Employees and their Dependents. Deschutes County is the Plan Sponsor. This Plan Document contains both the written Plan Document and the Summary Plan Description ("SPD"). This is the latest revision of the medical plan document that will be administered by PacificSource, the Third Party Administrator, and effective 1/1/2022. See attached memo for recommended changes.

BUDGET IMPACTS:

None

ATTENDANCE:

Kathleen Hinman, Director Human Resources and Trygve Bolken, Human Resources Analyst



HUMAN RESOURCES

Recommended changes to Deschutes County Employee Benefits Plan for 2022 Plan Year

Changes effective 1/1/2022

Recommended Changes – Benefits Plans		
Plan Change	Recommended Change	Reason For Change
1. Physical Therapy – Deductible, then copay	<p>EBAC supports HR Recommendation. HR has benchmarked the current physical therapy benefits against other public sector plans in the State and recommends moving to Subject to deductible, then \$10 Copay.</p> <p>* Current model is Subject to deductible then 20% Coinsurance</p>	Estimated +\$9,500 to annual physical therapy claims cost. More plans are moving to models that reduce the financial impact on the member encouraging them to complete physical therapy to offset additional surgical costs in the future.
2. Alternative Care Benefit	<p>EBAC supports HR Recommendation. HR recommends 24 visits each per year for chiropractic and acupuncture (48 total) and \$1200 annual allowance for massage.</p> <p>*Current model is \$1,500 PMPY</p>	Estimated +\$9,500 annually. Due to State Benchmark Plan Changes, we are now required to create visit limits vs. dollar limits for chiropractic and acupuncture benefits.
3. Livongo Diabetic Management Program	<p>EBAC supports HR Recommendation. HR recommends adding the Livongo Diabetes Program as a pilot program for two years to gauge utilization.</p>	Estimate -\$21,228 (likely cost neutral) cost to the plan annually with an estimated 29 participants.
4. Covered Expenses – Other Covered Services, Supplies, and Treatments	<p>HR seeks Board direction:</p> <p>A. HR Staff recommended keeping current plan language, as our plan meets the requirements under RHA due to the grandfather status.</p> <p>B. EBAC recommends expanding coverage for abortions.</p>	Estimated +\$12,000 cost to plan for abortion services. PacificSource recommendation for all fully insured plans. Deschutes County is separate and self-insured and is in compliance of the RHA.
5. Pharmacy - Prescription Insulin – Core pharmacy administration	<p>EBAC supports HR Recommendation. Formulary prescription insulin is not subject to a deductible and may not exceed \$75 per 30 day supply. Previously the benefit applied to the plan's deductible, copay, and/or coinsurance.</p>	To comply with Oregon HB 2623 regarding insulin costs.
6. Documents Wide - Plan language updates	<p>EBAC supports HR Recommendation. Language to be added or changed throughout the plan documents to clarify benefits, the administration of benefits, or to align with PacificSource core plan language.</p>	Clarification of plan language. Not a change to the administration of benefits.

Notice of Change to Your Medical and Dental Administration

Your Plan administration may change in 2022 to comply with the Affordable Care Act (ACA), federal legislation, state legislation or PacificSource best practices. The following outline will guide you on the changes that will be made to the PacificSource core Plan Document and Administrative Services Agreement. If you have questions, you should seek legal counsel for how these apply to your Plan.

Required Changes:

Administrative Services Agreement (ASA) Language Changes

Section	Summary of Change	Why are these changes occurring?
Section 2.3 Definitions	Added the following Definition for Employee: <i>"Employee" means any participant employed or formerly employed by Sponsor. When a family that does not include a current or former Employee is covered under the Plan, the oldest participant is considered the Employee for the purposes of this Agreement.</i>	For clarity regarding quoting/billing procedures, which are based on "Per Employee per Month".
Section 8.2 Discretionary (Under Section VIII: Termination)	Updated "days" to "business days".	For consistency in administration.
Exhibit II: Coverage Services Addendum	"Policy Period" has been updated to "Agreement Period".	
Exhibit II: Coverage Services Addendum – II. Fees	"Subscribers" has been updated to "Employees".	For clarity regarding quoting/billing procedures, which are based on "Per Employee per Month".

Language Updates

Section	Old Language	New Language	Why are these changes occurring?
Throughout	Preauthorization	Prior authorization	Aligning terminology with how it is utilized at PacificSource.
Throughout	PacificSource.com/member/preauthorization.aspx .	Authgrid.PacificSource.com (select Commercial for the line of business)	Hyperlink has been updated and clarification has been added.
COBRA Continuation – When Continuation Coverage Ends M-Pg 35, D- Pg 10	None	Added language regarding termination off of COBRA for cause: <ul style="list-style-type: none"> Member is terminated for cause (for example, submission of fraudulent claims). 	Clarification, not a change to the administration of eligibility.
COBRA Continuation – Your	You must notify the Plan Sponsor within 60 days if you divorce, or if your child no longer qualifies as a dependent. That will allow the Plan Sponsor to	You must notify the Plan Sponsor within 60 days if you divorce, <i>dissolve your domestic partnership</i> , or if your child no longer qualifies as a dependent. That	Clarification, not a change to the administration of eligibility.

Responsibilities and Deadlines M- Pg 35, D- Pg 11	<i>notify you or your family members of your continuation rights.</i> When the Plan Sponsor learns of your eligibility for continuation, it will notify you of your continuation rights and provide a Continuation Election form.	<i>will allow the Plan Sponsor to notify you or your family members of your continuation rights.</i> When the Plan Sponsor learns of your eligibility for continuation, it will notify you of your continuation rights and provide a Continuation Election form within 14 days.	
Grievance Procedures Pg 35, 84	If you are dissatisfied with the availability, delivery, or the quality of healthcare services; or claims payment, handling or reimbursement for healthcare services, you may file a grievance in writing.	If you are dissatisfied with the availability, delivery, or the quality of healthcare services; or claims payment, handling or reimbursement for healthcare services, you may file a grievance in writing. Grievances are not Adverse Benefit Determinations and do not establish a right to internal or External Review for a resolution to a Grievance.	Clarification, not a change to the administration of benefits.
Definitions Pg 102	Rescind or rescission means to retroactively cancel or discontinue coverage under a health benefit plan or group or individual health insurance plan for reasons other than failure to timely pay or required contributions toward the cost of coverage.	Rescind or rescission means to retroactively cancel or discontinue coverage under a health benefit plan or group or individual health insurance plan for reasons other than failure to timely pay or required contributions toward the cost of coverage. This Plan may not rescind coverage unless the Member or a person seeking coverage on behalf of the Member, performs an act, practice, or omission that constitutes fraud, or makes an intentional misrepresentation of a material fact, as prohibited by the terms of the Plan or coverage and a 30 day prior written notice is provided.	Clarification, not a change to administration.

Medical Changes

Section	Summary of Change	Why are these changes occurring?
Medical Benefit Summary – Chiropractic manipulations, massage therapy, and acupuncture Pg 10	Benefit naming convention is updated to Chiropractic manipulations/ spinal manipulations . Chiropractic, acupuncture, and massage benefits are being unbundled due to State Benchmark requirements. Please confirm the number of visits you would like to cover separately for Chiropractic manipulations/spinal manipulations and Acupuncture, and what your Massage therapy benefit will be.	Due to the State Benchmark Plan Changes, you are now required to unbundle this benefit. The minimum requirement for Chiropractic manipulations/spinal manipulations is 20 visits per calendar year. The minimum requirement for Acupuncture is 12 visits per calendar year. There is no requirement for Massage therapy.
Prescription Drugs Pg 63	Please review the Prescription Drug Summary and Prescription Drug Benefits section with your Pharmacy Benefit Manager and provide any updates as needed.	Please review your Prescription Drug Benefits with your Pharmacy Benefit Manager, there is a new Oregon required change regarding insulin.
Prescription Insulin Pg 66	Formulary prescription insulin is not subject to a deductible and may not exceed \$75 per 30 day supply. Previously the benefit applied to the plan's deductible, copay, and/or coinsurance.	Core Pharmacy administration change and State regulation.
Coverage While Traveling – Emergency Services While Traveling Pg 40	Language has been added to clarify coverage for Emergency care outside of the United States and how to submit the claims for reimbursement.	Clarification, not a change to the administration of benefits.

Covered Services – Preventive Care Services Pg 46	The end of this section has been rewritten to provide a better description of those services under the United States Preventive Services Task Force, the Health Resources and Services Administration, and the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.	To clarify and simplify the language for members.
Covered Services – Professional Services – Temporomandibular Joint Syndrome Pg 48	The following language has been added to clarify the benefit as it is currently being administered: All TMJ-related services, including but not limited to, diagnostic and surgical procedures, must be provided by a provider practicing within the scope of their licenses and, if necessary, prior authorized.	Clarification, not a change to the administration of benefits.
Covered Services – Hospital and Skilled Nursing Facility Services – Skilled Nursing Pg 49	Language has been added to clarify that this benefit is subject to admission notification and concurrent review.	Clarification, not a change to the administration of benefits.
Covered Services – Hospital and Skilled Nursing Facility Services – Inpatient Rehabilitation Services Pg 49	Added language concerning concurrent review.	Clarification, not a change to the administration of benefits.
Covered Services – Hospital and Skilled Nursing Facility Services – Inpatient Habilitation Services Pg 49	Added language concerning concurrent review.	Clarification, not a change to the administration of benefits.
Covered Services – Home Health and Hospice Services – Hospice Services Pg 51	Language has been added to clarify that the Hospice benefit is available for an initial six months, and may be extended an additional six months when determined medically necessary.	Clarification, not a change to the administration of benefits.
Covered Services – Transplant Services Pg 57	Language has been added to clarify that the Transplant benefit includes selection, removal of the organ, storage, and transportation of the organ or tissue.	Clarification, not a change to the administration of benefits.
Covered Services – Other Covered Services, Supplies, and Treatments – Cosmetic or Reconstructive Surgery Pg 60	Language has been added to clarify that this benefit is covered when necessary due to an illness.	Clarification, not a change to the administration of benefits.
Benefit Limitations and Exclusions – Jaw Pg 70	Exclusion bullet point for Jaw has been updated to clarify that the exclusion applies for artificial larynx.	Clarification, not a change to the administration of benefits.
Benefit Limitations and Exclusions – Mental health treatments Pg 71	Exclusion bullet point for Mental health treatments has been updated to clarify that the exclusion applies unless medically necessary.	Clarification, not a change to the administration of benefits.
Benefit Limitations and Exclusions – Rehabilitation Pg 72	Exclusion bullet point for Rehabilitation has been updated to clarify that the exclusion applies except as medically necessary in the restoration or improvement of speech following a traumatic brain Injury or for Members diagnosed with a pervasive development disorder.	Clarification, not a change to the administration of benefits.

Benefit Limitations and Exclusions Pg 73	A new bullet point has been added: <ul style="list-style-type: none"> Services or supplies not listed as a Covered Service, unless required under federal or state law. 	Clarification, not a change to the administration of benefits.
Prior Authorization Pg 74, 75	Language has been revised to clarify that treatments that require prior authorization that are not prior authorized are subject to retrospective authorization and claims must be submitted within 60 days. These claims not received within 60 days and/or claims determined not medically necessary or not covered will be the member's responsibility.	Clarification, not a change to the administration of benefits.
Case Management Pg 75	The following language has been revised: Case management services may be initiated by PacificSource when there is a high utilization of health services or multiple providers, or for health problems such as, but not limited to, transplantation, high risk obstetric or neonatal care, open heart surgery, neuromuscular disease , spinal cord injury, trauma or traumatic injury , or any acute or chronic condition that may necessitate specialized treatment or care coordination.	Clarification of internal processes. Not a change to the administration of benefits.
Utilization Review Pg 76	Section has been rewritten for simplification and to clarify processes related to Utilization Review.	Core Language Update.
Claims Payment Pg 78	Section on Claims Payment Practices and Review of Adverse Benefit Determinations have been added to clarify PacificSource internal processes.	Clarification of internal processes. Not a change to the administration of benefits.
Third Party Liability – Right of Recovery Pg 82, 83	A new section has been added to clarify processes related to time limits for reimbursement.	Core Language Update.
Appeal Procedures Pg 85, 86	Added language to clarify that if an external independent review is necessary, PacificSource must receive a signed Authorization to Use and/or Disclose Protected Health Information form within 5 days of request.	Clarification, not a change to the administration of benefits.
Definitions – New Definitions Pg 94,	New definitions have been added for Concurrent Care Claim, Post-service Claim, Pre-service Claim, Urgent Care, and Urgent Care Claim. See the Plan Document for full language of the new definitions.	Core language update. Adding definitions for terminology as it is used in the Plan Document.
Definitions – Emergency Medical Condition Pg 95, 96	The definition of Emergency medical condition has been updated to clarify that Emergency medical conditions include mental health and/or substance use disorder conditions.	Clarification, not a change to the administration of benefits.
Definitions – Injury Pg 99	The definition of Injury has been updated to remove the exception for muscular strain sustained while performing a physical activity.	Clarification, not a change to the administration of benefits.

Dental Changes

Section	Summary of Change	Why are these changes occurring?
Throughout	Prior authorization language has been added to the Benefit Summary and a new Prior authorization section has been added.	Core Language Update.
Benefit Summary and Orthodontic Services Summary and Pg 17	This benefit has been updated to Cosmetic Orthodontic Services. Language throughout the summary and section have been updated to reflect this change.	Clarification, not a change to the administration of benefits.

Covered Dental Services – Class I Services – Examinations Pg 15	Added language that Emergency Examinations are covered.	Clarification, not a change to the administration of benefits.
Benefit Limitations and Exclusions Pg 18	Exclusion bullet point for Charges has been updated as follows: <ul style="list-style-type: none"> Charges for phone consultations, missed appointments, get acquainted visits, completion of claim forms, or reports PacificSource needs to process claims. 	Clarification, not a change to the administration of benefits.
Benefit Limitations and Exclusions Pg 20	Exclusion bullet point for Third Party Liability has been updated to clarify that the exception applies except where prohibited by state law.	Clarification, not a change to the administration of benefits.
Utilization Review Pg 21	A new section has been added to clarify processes related to Utilization Review.	Core Language Update.
Predetermination Pg 22	A new section has been added to clarify processes related to Predetermination.	Core Language Update.
Third Party Liability – Right of Recovery Pg 26	A new section has been added to clarify processes related to time limits for reimbursement.	Core Language Update.
Appeal Procedures Pg 29	Added language to clarify that if an external independent review is necessary, PacificSource must receive a signed Authorization to Use and/or Disclose Protected Health Information form within 5 days of request.	Clarification, not a change to the administration of benefits.

Optional Changes:

Medical Changes				
Yes	No	Section	Summary of Change	Why are these changes occurring?
		Covered Expenses – Other Covered Services, Supplies, and Treatments	Coverage for elective abortions	To comply with ORS 743A.067

Employer Plan Document

Your PacificSource Sales and Service Team will provide you a 'redlined' version of your Plan Document with the applicable changes for you to review. Please note that minor changes, including formatting, grammatical or cosmetic are not included in the NOC summary. Once the changes and updates have been approved a final Plan Document will be provided to you for signature. You will be able to access your signed Plan Document online. You can also enroll new members, update existing member information, print temporary ID cards, and view your current census information and enrollment totals.

<https://intouch.pacificsource.com/ITE/Login>

Member Materials

After your Plan changes have been processed, **new ID cards will be mailed to your covered employees and their dependents only if there is a change that impacts ID cards.** Participants under the plan will have 24/7 access to the approved Plan Document and Summary of Benefit Coverages (SBCs) through InTouch for Members at PacificSource.com, as well as access to our **provider directory** and other information.

We're here to help.

As always, PacificSource is here to assist you. If you have questions, your agent or PacificSource Account Manager is happy to help.

Signature: _____ Date: _____

10/18/2021 Item #3.





HUMAN RESOURCES

Interoffice memorandum

Delivered via email

Date: October 14, 2021
 To: Deschutes County Board of County Commissioners
 From: Trygve Bolken, HR Analyst
 Re: Deschutes County Employee Health Benefits Plan Review for 2022 Plan Year

The Deschutes County Employee Health Benefits Plan is set to renew for the 2022 Plan Year. This year has been another challenging year as COVID continues to be at the forefront of our strategic planning. With these continuing challenges we have also seen many successes. We have completed the RFP process for services provided at the DOC Clinic and Pharmacy beginning January 2022. Premise Health was awarded the contract and the transition for them to assume services at the clinic has begun. Through temporary changes in the IRS guidelines regarding Flexible Spending Account, employees now have more flexibility in deferring dollars into those accounts. 2021 personal Health Assessments are under way after a break in 2020. Despite all of the challenges, we were able to keep our health benefit plan running smoothly for all of the participants.

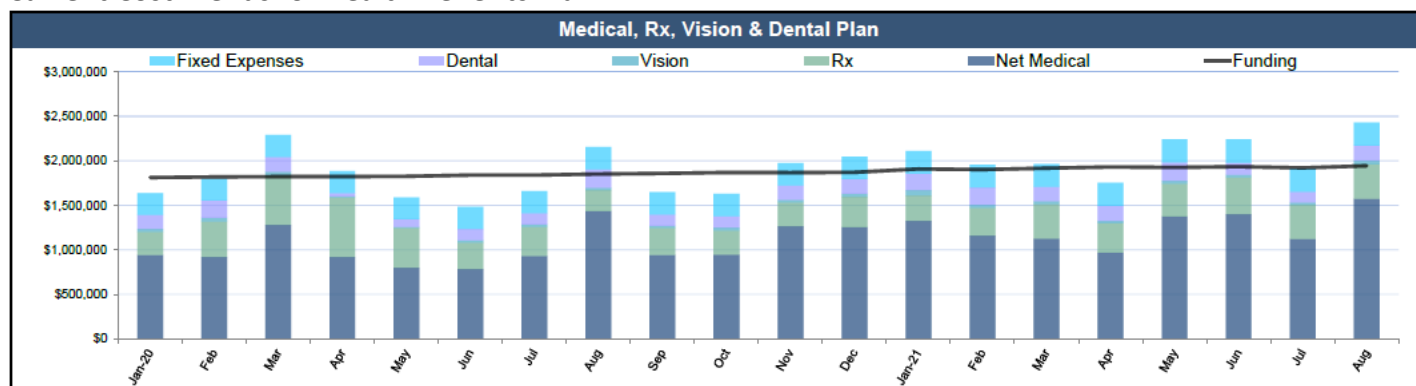
Stop Loss Coverage: The plan did not experience any claims this year that hit our stop loss deductible of \$500,000. One high dollar claim that we anticipated would continue to impact our plan is no longer a concern. As we were finalizing the renewal, our stop loss provider identified a potential high dollar claim that could hit our stop loss deductible this coming year. Due to that potential claim, the renewal rate for stop loss increased from an initial projection of 9.8% to 45%, resulting in a \$355,382 increase in premium cost. We are evaluating other stop loss coverage deductible amounts and have sought other competitive bids however, many have declined to bid. For the 2023 plan year we will need to re-negotiate the contract and will again request additional bids for coverage.

Third Party Administrator (TPA): Last year PacificSource (our current TPA) came back with an increase to our rates and we were successful in negotiating the rates to stay flat for the next plan year. This year we will see an increase of 2.9%, resulting in a \$16,130 increase to the plan.

Claims Costs and Rates: This year continued to present challenges in forecasting claims costs due to delayed medical care and unpredictable costs associated with COVID treatment. This is anticipated to continue into the 2022 plan year. The industry anticipates the potential for higher claims costs as medical conditions worsen due to delayed treatment. Currently, Deschutes County claims costs are trending a little higher than anticipated at 6.4%.

In total, the overall plan costs are estimated to increase by 6.3% resulting in an anticipated \$1,414,549 increase cost to the plan.

Current Cost Trends for Health Benefits Plan



Below is a list of considerations discussed with the Employee Benefits Advisory Committee (EBAC) this year. Considerations for plan changes came from HR staff review, EBAC, Davidson Benefit Planning (Davidson), and PacificSource. Plan changes are scheduled to take effect when the plan renews on January 1, 2022. The full summary is attached and highlights are listed below.

Plan Changes for Consideration:

1. Physical Therapy benefit: Change from deductible and coinsurance model to deductible and co-pay model. Currently, physical therapy visits are subject to deductible then coinsurance applied. When benchmarked again this year, 70% of plans do not apply a deductible and services are subject to co-pay. 30% of plans apply deductible then coinsurance.
 - HR Staff Recommended and EBAC supported making a change to deductible, then \$10 co-pay. The estimated cost impact for this change is +\$9,500 annually or \$0.65 Per Employee Per Month (PEPM).
2. Alternative Care Benefit: Removing dollar limits for chiropractic and acupuncture services. Currently, alternative care services are bundled under a \$1500 per member per year allowance. Due to State Benchmark Plan Changes, we are required to unbundle this benefit and remove the dollar limits associated with chiropractic and acupuncture services.
 - HR Staff Recommended and EBAC supported making a change to 24 visits each per year for chiropractic and acupuncture (48 total) and \$1200 annual allowance for massage (approximately 1.3 massages per month.) The estimated cost impact for this change is +\$9,500 annually or \$0.65 PEPM.
3. Livongo Diabetic Management Program: Two year pilot program. Currently the plan does not offer a specialized diabetic management program for our members. Unmanaged diabetes can lead to high cost claims and a lower quality of life. The plan will only be charged for members who use the program.
 - HR recommends and EBAC supported adding the Livongo Diabetes Management Program to support those members as a pilot program for two years to gauge utilization and effectiveness. The estimated cost impact for this change is -\$21,228 annually or -\$1.45 PEPM. This is a soft

estimate as it factors in avoided claims costs for improved disease management. We anticipate the program being cost neutral.

4. Prescription Insulin: Legislative requirement to cap cost to members. Currently, insulin is a standard prescription benefit that is applied to the plan's deductible, copay, and/or coinsurance. Oregon HB 2623 state formulary prescription insulin is not subject to deductible and may not exceed \$75 per 30 day supply.
 - HR recommends and EBAC supported adding plan language to comply with this legislation. There is no estimated cost to the plan for this change as our plan meets this requirement.
5. Reproductive Health Services: Remove exclusion for abortion and add the service as a covered benefit. Currently, abortions are excluded on the health plan unless the life of the mother is endangered by the continued pregnancy or the pregnancy is the result of rape or incest. PacificSource recommends removing the exclusion to align with coverage under the ORS 743A.067 Oregon Reproductive Health Act (RHA) as they have added this service to all of their fully insured plans in Oregon. The Reproductive Health Act allows for plans to be grandfathered in and continue to exclude abortion services if the plan excluded the services prior to the RHA. The County plan, as a self-insured plan, qualifies for this grandfather status and complies with the RHA with current plan language.
 - HR Staff recommended keeping current plan language, as our plan meets the requirements under RHA due to the grandfather status.
 - EBAC voted 9 for, 4 against, and 2 abstaining in support of removing the exclusion and add coverage for abortions as outlined in the RHA. The estimated cost impact for this change is +\$12,000 annually or \$0.82 PEPM.
6. Update plan language to align with current plan interpretation and TPA best practices. In partnership with our TPA, HR staff have made efforts to clarify plan language. These changes reflect language clarifications to the plan document, not changes in benefit coverage.
 - HR Staff recommended and EBAC supports making the corrections, clarifications and changes on the attached plan change sheet.

The total annual cost to the plan for the changes listed above is \$20,200.

Other considerations evaluated by HR staff and reviewed by EBAC:

7. Fertility Services as an eligible covered expense. Currently, fertility services is excluded from our health plan. Members asked that we consider adding fertility services as a covered expense under the health plan. When benchmarked, this benefit was not a standard covered benefit on most plans. Employers are considering this benefit to support Diversity, Equity, and Inclusion efforts in their organizations.
 - HR staff recommended and EBAC supported not making a change at this time, however Staff will continue to benchmark this to identify any changes in trends as employers offering this benefit is expected to grow. A conservative estimated cost impact for adding this change is +\$264,000 annually or \$18.00 PEPM.

8. Doula Services as an eligible covered expense. Currently, doula services are not a covered service on the plan. Members asked that we consider adding Doula services as a covered expense under the health plan. When benchmarked, this benefit was not a covered service on health plans. Doulas are not considered medical providers and are generally not covered under medical benefits.
 - HR staff recommended and EBAC supported not making a change at this time. The estimated cost impact for this change is +\$1,900 annually or \$0.13 PEPM.

9. Dental Plan Annual Limit: Benchmark only. Currently, the annual benefit limit for dental services is \$2000 per member. Members asked that we benchmark the annual limit against other dental plans. It was determined that we are competitive with the majority of plans.
 - HR staff recommended and EBAC supported not making a change at this time.

10. Part Time Buy Up to Standard Plan: Change current calculation. Currently, part time benefit eligible employees have the option of buying up from the High Deductible Health Plan (HDHP) to the Standard Plan. The current calculation is based on % of their FTE. A proposal was submitted by EBAC AFSCME representatives to revise the calculation and factor in the difference between each plan's deductible effectively reducing the buy up cost to the employee. While this particular proposal was not supported, staff will benchmark these costs.
 - HR staff recommended and EBAC supported not making a change at this time. The estimated cost impact for this change is +\$230,471 annually or \$15.72 PEPM.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 18, 2021

SUBJECT: FY 2022 Q2 Discretionary Grant Review

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

Each quarter, the Board of Commissioners reviews applications submitted to the Deschutes County Discretionary Grant Program and makes awards accordingly. On October 18, 2021, the Board will consider requests made for activities to take place beginning or about the second quarter of 2021-22.

BUDGET IMPACTS:

Discretionary Grants are made available through the Video Lottery Fund, which is supported by state lottery proceeds. Discretionary Grant funds available during the second quarter were budgeted for FY 2021-22.

ATTENDANCE:

Laura Skundrick, Administrative Analyst



BOARD OF COMMISSIONERS

DISCRETIONARY GRANT PROGRAM Q2 SUMMARY

Organization	Request	Project
BendNEXT	\$1,800	Leadership Bend program scholarships
Central Oregon Public Safety Chaplaincy	\$10,000	Pre-TMEC Course
CLEAR Alliance	\$3,000	Care and Support of First Responders
Council on Aging (<i>Service Partner</i>)	\$3,000	Services Hub Restroom Reconstruction
Dawn's House	\$2,000	Emergency Basic Needs
DRRH Neighbors Club	\$1,500	Furnace Fund
Ember's Wildflower Animal Sanctuary	\$2,000	Bunny Rescue Outdoor Exercise Area
La Pine Community Kitchen	\$2,500	Deep fryer purchase
Lines for Life	\$1,800	YouthLine Central Oregon Work Study Program
Rising Stars Preschool	\$2,000	Scholarship Funding
Seed to Table Oregon	\$2,000	Summer on the Farm
Tower Theatre Foundation	\$1,700	Banners
Wildfire Media	\$2,000	Holiday photos
Q2 Total Requested Amount (Projects)	\$35,300	

Organization	Request	Fundraiser
Heart of Oregon Corps	\$2,000	Peer-to-peer fundraising campaign
Hospice of Redmond	\$2,500	Festival of Trees Tour of Trees
Q2 Total Requested Amount (Fundraisers)	\$4,500	



BOARD OF COMMISSIONERS

DISCRETIONARY GRANT PROGRAM Q2 STATUS

	Commissioner Adair	Commissioner DeBone	Commissioner Chang	Fundraising
2021-2022 Allocation	\$20,000	\$20,000	\$20,000	\$15,000
Q1 Contribution	-\$6,470	-\$4,650	-\$5,250	-\$4,500
Funds Available	\$13,530	\$15,350	\$14,750	\$10,500