



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JULY 19, 2023

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

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

AGENDA

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

Members of the public may view the meeting in real time via the public meeting portal at www.deschutes.org/meetings. To view the meeting via Zoom, see below.

Citizen Input: The public may comment on any meeting topic that is not on the current agenda. To provide citizen input, submit an email to citizeninput@deschutes.org or leave a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the meeting record for topics that are not on the Wednesday agenda.

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

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

- To join the meeting from a computer, copy and paste this link: bit.ly/3h3oqdD.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *6 to indicate you would like to speak and *9 to unmute yourself when you are called on.



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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Approve Board signature of Document No. 2023-575, Amendment #3 to an agreement with Youth Villages for crisis and transition services
2. Consideration of Board Signature on Letter of Thanks to Carol Martin for service on the Deschutes County Dog Control Board of Supervisors.
3. Consideration of Board Signature on Letter Reappointing Daniel Holland for service on the Deschutes County Dog Board of Supervisors.
4. Approval of minutes of the BOCC June 5 and June 7, 2023 meetings

ACTION ITEMS

5. Agreements for vehicle leases for the use of the Sheriff's Office
6. **9:20AM** Public hearing and consideration of Resolution No. 2023-045 adopting a supplemental budget and increasing appropriations within the Solid Waste and Code Abatement funds and the 2023-24 Deschutes County budget.
7. **9:30AM** Memorandum of Understanding between Solid Waste and Community Development for Code abatement funding
8. **9:35AM** Consideration of a one-time appropriation to the Central Oregon Guardian Assistance Program
9. **9:45AM** Oregon Health Authority Medicaid Administration Reimbursement
10. **9:55AM** FY 2024 Q1 Discretionary grant application 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.

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

LUNCH RECESS

ACTION ITEMS

- [12.](#) Public Hearing to consider proposed amendments to Deschutes County Code specific to prohibitions on camping on county-owned property

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2023

SUBJECT: Approve Board signature of Document No. 2023-575, Amendment #3 to an agreement with Youth Villages for crisis and transition services

RECOMMENDED MOTION:

Approve Board signature of Document No. 2023-575, Amendment #3 to an agreement with Youth Villages for crisis and transition services.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services and Youth Villages, Inc. are continuing a contract for the provision of Crisis and Transition Services (CATS) to individuals enrolled in the Oregon Health Plan and are residents in the tri-county (Deschutes, Crook, Jefferson) area.

This Amendment #3 extends the termination date to December 31, 2023 and increases the original funding by \$244,094 from \$499,500 to \$743,594. The amendment incorporates Exhibit A-1, outlining the service description for Mobile Response and Stabilization Services (MRSS) and extends the effective date through December 31, 2023.

Youth Villages, Inc. is a nonprofit organization dedicated to helping children with emotional and behavioral problems and their families. Its history stretches from 1859, and includes The Christie School and ChristieCare. Providing intensive in-home, residential, transitional and diversion services to children and youth, Youth Villages, Inc. is committed to enhancing children’s services by providing the strongest research-based, cost-effective solutions for the state’s most vulnerable children and families. Deschutes County Health Services is continuing the contract with Youth Villages, Inc. for the provision of CATS/MRSS Services to pediatric mental health patients.

Mobile Response and Stabilization Services (MRSS) serves youth and their families during a crisis. Developed to help address psychiatric boarding in the emergency department, MRSS is an alternative for youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if Mobile Response and Stabilization Services were in place. Emergency departments may be a family’s first point-of-contact into the mental health system and the month immediately following discharge is a high-risk period

for a youth to return to an emergency department in mental health crisis. The MRSS program serves as a bridge during this critical period for approximately 56 calendar days or until the youth and family are effectively connected to longer-term supports. The MRSS program provides rapid access to interim mental health therapy, case management, psychiatry, care coordination, and family peer support and 24/7 crisis response to the home.

The MRSS program seeks to stabilize the immediate crisis and focuses on a youth’s long-term recovery and connections to other services and supports. The MRSS multidisciplinary team works with a youth and family to develop a plan of care that identifies and addresses underlying difficulties that contributed to the crisis; evaluates safety and addresses risks in the home; reinforces coping and de-escalation skills; and facilitates a warm hand-off to other supports and services in the community.

BUDGET IMPACTS:

Increase funding by \$244,094 due to extending the termination date of the agreement.

ATTENDANCE:

Shannon Brister-Raugust, Program Manager



REVIEWED

LEGAL COUNSEL

**DESCHUTES COUNTY SERVICES CONTRACT AMENDMENT #3
DOCUMENT NO. 2023-575
AMENDING DESCHUTES COUNTY CONTRACT NOS. 2022-015, 2022-812 AND 2022-946**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2022-015 dated January 1, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Services Department, Behavioral Health Division (“County”) and Youth Villages, Inc., (“Contractor”) and Amendment No. 1 to the Contract, Document No. 2022-812 dated October 11, 2022, and Amendment No. 2 to the Contract, Document No. 2022-946 dated January 11, 2023, are amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the agreement remain the same and in full force.

County’s performance hereunder is conditioned upon Contractor’s compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract and amendment are amended as follows (new language is indicated by **bold** font and deleted language is indicated by ~~strikeout~~ font):

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

1. **Effective Date and Termination Date.** The effective date of this Contract shall be retroactively effective January 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate ~~when on December 31, 2022 June 30, 2023~~ **December 31, 2023**. Contract termination shall not extinguish or prejudice County’s right to enforce this Contract with respect to any default by Provider that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.
2. **Section 2 Provider’s Services.** Provider shall provide Diversion Services to individuals, including those enrolled in the Oregon Health Plan (OHP), who are residents in Deschutes County.

- Exhibit A – MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS) (MHS 08) STATEMENT OF WORK (Effective January 1, 2023 through ~~June 30, 2023~~ **December 31, 2023**)
- Exhibit A-1 – MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS) (MHS 08) SERVICE DESCRIPTION (Effective January 1, 2023 through ~~June 30, 2023~~ **December 31, 2023**)
- Exhibit B – COMPENSATION
- Exhibit C – INSURANCE
- Exhibit D – CONFIDENTIALITY AGREEMENT
- Exhibit E – FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES
- Exhibit F – REQUIRED PROVIDER CONTRACT PROVISIONS
- Exhibit G - CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING
- Exhibit H - FEDERAL AWARD IDENTIFICATION

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor’s services are funded by and through County’s contracts with the State of Oregon, Oregon Health Authority (OHA), Health Systems Division, and Federal System of Care Expansion of Services for Children with Serious Emotional Disturbances grant. Statement of Work and Compensation is further described in Exhibits A, A-1 and ~~Exhibit B~~, attached hereto and incorporated by this reference.

Exhibit A and A-1, Crisis and Transition Services (MHS 08) Statement of Work and Service of Description is effective January 1, 2022 through December 31, 2022 and is thereafter replaced by Mobile Response and Stabilization Services (MRSS) Service of Description, effective January 1, 2023 through ~~June 30, 2023~~ **December 31, 2023**.

- 3. The payment terms are hereby amended as described in Exhibit B, "Compensation", attached hereto and incorporated herein by this reference.

All other terms and Exhibits, except as mentioned above, remain the same and in full effect.

DESCHUTES COUNTY SERVICES AMENDMENT #3
DOCUMENT NO. 2023-575
AMENDING DESCHUTES COUNTY CONTRACT NOS. 2022-015 AND 2022-812

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

DATED this _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair,

PATTI ADAIR , Vice Chair

PHIL CHANG , Commissioner

ATTEST:

Recording Secretary

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
CRISIS AND TRANSITION SERVICES (MHS 08) STATEMENT OF WORK
MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS) STATEMENT OF WORK
EFFECTIVE: JANUARY 1, 2023 THROUGH JUNE 30, 2023 DECEMBER 31, 2023

1. Mobile Response and Stabilization Services (MRSS) Definitions:

Background & Program Purpose. The MRSS program is a team-based crisis stabilization service that offers an alternative to inpatient psychiatric treatment and psychiatric boarding. It does this by providing in-person crisis response that connects children, youth, young adults and their families to rapid supports at home and in community. MRSS de-escalates situations, often preventing unnecessary trips to emergency departments.

MRSS addresses the unique needs of children, youth, young adults and their families in crisis. It helps them understand:

- What may lead to a crisis,
- When they are experiencing a crisis,
- When they need support, and
- How to get support at home and in the community.

The MRSS program provides assessment and intake into the program after receiving a referral from the DCBH Crisis Team. Once youth are admitted into the MRSS program, they are provided safety planning, lethal means counseling, resources, care coordination and case management, and linkage to ongoing behavioral health services. A MRSS specialist will meet with the youth and family in their home for sessions to provide further crisis stabilization and safety planning support while the youth is enrolled in the program. The MRSS program also provides crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations including in home assessment and intervention by a master’s level clinician as needed for up to 56 days post crisis.

- A. Target Population. The target population (eligibility criteria) includes any person 18 and under who is a current resident of Deschutes County and presenting with a behavioral health crisis – generally suicidal or aggressive thoughts or behaviors or behavioral problems affecting the safety of the child, family or others—and would otherwise be boarded or admitted to an inpatient psychiatric program. The youth and family or caregivers must have been evaluated and assessed by a Deschutes County Crisis Team member, as appropriate to return to their community with the support of MRSS interdisciplinary team support/treatment. Youth who meet the program edibility criteria may be admitted regardless of insurance coverage.
- B. Availability: The MRSS program will admit individuals after receiving a referral from the Deschutes County Crisis Team. Families/youth enrolled in the MRSS program will have access to crisis support twenty-four (24) hours per day, seven (7) days per week for urgent situations.
- D. Length of Services. Initial contact with Crisis Team will be made within one (1) hour of the MRSS specialist being called. Assessment and recommendations will commence within 24-48 hours and continue until complete. Follow-up services for youth who enroll in the MRSS program will be available for up to fifty-six (56) days after initial contact. When clinically indicated the service plan, stabilization services may be extended past the initial 56 calendar days to ensure that they have successfully transitioned to ongoing services and supports.

2. Mobile Response and Stabilization Services (MRSS) Scope of Work:

- A. Availability:
 - i. The MRSS program will be available twenty-four (24) hours per day, seven (7) days per week for urgent situations, to screen eligibility for youth.
 - ii. The program can serve up to thirty-seven (37) youth at any time. The MRSS program will update Deschutes County MCAT regularly about current census and capacity for new referrals.
- B. Admission into the MRSS program:

- i. When someone in a behavioral health crisis calls 988, presents to the Deschutes County Crisis Stabilization Center, has MCAT, non-law enforcement contact or is identified by Law Enforcement, Deschutes County Crisis Team will complete a crisis screening and assessment. If it is determined youth would be appropriate for community stabilization and de-escalation with intensive MRSS services in place Deschutes County Crisis Team will contact Youth Villages to refer to MRSS supports.
- ii. MRSS on-call supervisor will respond within (1) hour to review referrals. If accepted MRSS Specialist will begin offering the following within forty-eight (48) hours:
 - Provide 24/7 connection for children, youth, young adults and their families, MRSS includes:
 - Immediate face-to-face response and
 - Up to 8 weeks of stabilization services.
 - The immediate face-to-face response can last up to 72 hours. This support helps children, youth and their families:
 - Get support at home and
 - Avoid unnecessary visits to the emergency room.
 - Stabilization services are available for up to 56 days after the initial crisis. Services may include:
 - Mental health therapy,
 - Skills training,
 - Peer-delivered services, and
 - Crisis de-escalation.
- iii. The MRSS team also assesses ongoing needs. If needed, the team also links children, youth, young adults and their families to appropriate community resources. MRSS works best in community support systems that cater to the strengths of children, youth, young adults and their families.
 - a. If the recommendation of the MRSS specialist is in alignment with the Deschutes County Crisis Team’s recommendation for community stabilization through MRSS, and the family agrees to participate in the program, youth will admit into MRSS. Upon program acceptance, safety plans will be completed, lethal means counseling provided, and youth will discharge from the hospital.
 - b. If MRSS specialist does not agree that youth is appropriate for the program (ex: acuity too high or too low) or if the family is not aligned with engaging in the program, MRSS specialist will communicate recommendations and/or barriers to Deschutes County Crisis Team staff, who will coordinate next steps.

C. Treatment provided while enrolled in the MRSS program:

- i. Youth Villages will provide services in alignment with MRSS program requirements as outlined by the Oregon Health Authority.
- ii. A MRSS Specialist will schedule a home visit within twenty four (24) to seventy-two (72) hours of the initial assessment/MRSS intake. This will be scheduled based on family’s availability. If there are barriers with the family meeting with the MRSS specialist within the initial forty-eight (48) hours after the youth discharges from the Emergency Department, the MRSS team will make contact with the family by phone to assess effectiveness of safety plans.
- iii. During the first home visit, MRSS specialist will review the safety plan, ensure the safety sweep was completed, and review the MRSS services such as Intensive In Home Behavioral Health Services or Intercept.
- iv. Frequency of home visits will be based on family need/request as well as youth’s acuity. Home visits will occur no less than one (1) time per week while family is enrolled. Sessions will focus on crisis prevention skill development, psychoeducation, and ongoing safety planning.
- v. MRSS Specialist, MRSS Qualified Mental Health Associate or MRSS Peer Support Specialist will provide intensive care coordination to ensure that families are connected with aftercare services as soon as possible and that involved treatment providers are aware of the family’s needs.
- vi. The discharge timeline for each family will depend on the level of crisis support needed by the family and the ability to connect the family with an aftercare provider sufficient to meet their needs.

- vii. The MRSS specialist will complete documentation for the intake assessments within seventy-two (72) hours and will enter that documentation into the Youth Villages Electronic Health Record. The MRSS specialist will subsequently document each contact made with the youth, family, and involved key players into the same system within seventy-two (72) hours.
- viii. The MRSS program Qualified Mental Health Associate will conduct a thorough Case Management assessment, and provide coordination of care services connecting the child and family to appropriate services and support to meet their needs in the least restrictive setting.
- ix. The MRSS program family partner will make contact with families in care no fewer than three (3) times either by phone or throughout the course of services. Family partners will share their personal experience and lessons learned to encourage family's connection to services, including mental health providers and other needed resources. The family partner will document efforts of engaging families, facilitating connection to services and outcomes of visits in the electronic health record.

3. Protocols:

- A. Specific protocols (i.e. medical necessity, UM/UR) will be mutually agreed upon by the Provider and its funding partners prior to the commencement of Diversion Services. Provider and County will meet monthly, or as needed, to ensure programming is on track after implementation.

EXHIBIT A-1
DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2022-015

CRISIS AND TRANSITION SERVICES (MHS 08) SERVICE DESCRIPTION
MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS) SERVICE DESCRIPTION
EFFECTIVE: JANUARY 1, 2023 THROUGH JUNE 30, 2023 DECEMBER 31, 2023

- a. Service Name: MOBILE RESPONSE AND STABILIZATION SERVICES (MRSS)
Service ID Code: MHS 08

(1) Service Description

Mobile Response and Stabilization Services (MRSS) serves youth and their families during a crisis. Developed to help address psychiatric boarding in the emergency department, MRSS is an alternative for youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if Mobile Response and Stabilization Services were in place. Emergency departments may be a family’s first point-of-contact into the mental health system and the month immediately following discharge is a high-risk period for a youth to return to an emergency department in mental health crisis. The MRSS program serves as a bridge during this critical period for approximately 56 calendar days or until the youth and family are effectively connected to longer-term supports. The MRSS program provides rapid access to interim mental health therapy, case management, psychiatry, care coordination, and family peer support and 24/7 crisis response to the home.

The MRSS program seeks to stabilize the immediate crisis and focuses on a youth’s long-term recovery and connections to other services and supports. The MRSS multidisciplinary team works with a youth and family to develop a plan of care that identifies and addresses underlying difficulties that contributed to the crisis; evaluates safety and addresses risks in the home; reinforces coping and de-escalation skills; and facilitates a warm hand-off to other supports and services in the community.

County shall require that MRSS providers:

- (a) Approach services from a family-driven and youth-guided approach that reduces or eliminates barriers for the youth and family to participate in care;
- (b) Provide linguistically and culturally appropriate materials for the youth and their family, necessary for them to understand and to participate fully in the MRSS program; and
- (c) Require equitable access to the program, particularly for youth and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, sexual orientation, gender identity, socioeconomic status, insurance status, citizenship status, or religion.

(2) Eligibility Criteria

- (a) Serves ages birth through 18 years of age, and their families (parents, guardians, caregivers) who present to a partnering emergency department or psychiatric crisis center.
- (b) Youth is experiencing a mental health crisis or behavioral disturbance affecting the safety of the youth and family or others and is at risk for admission to an inpatient psychiatric program.
- (c) Youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if MRSS was in place
- (d) MRSS enrollment is not contingent on availability or type of insurance. All youth, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible.
- (e) Sites are expected to maximize funding to enhance an existing continuum of crisis and acute care, which includes billing Medicaid and/ or commercial carriers for all applicable billing codes for services provided while enrolled in services.
- (f) If a site is struggling with capacity and is unable to meet the needs of the referring hospital partner, Deschutes County Health Services will be notified as soon as possible by the provider and a plan of action and timeline for resolution will be completed.

(3) Intake Process

- (a) The Deschutes County Crisis Team will assess the youth and make a referral to the assigned MRSS clinical provider.

- (b) Within 1 hour of the referral, the MRSS on-call supervisor will make contact with the Deschutes County Crisis Team to review the case and make a determination regarding admission.
- (c) If admitted the MRSS team will coordinate with youth/family within 48 hour of receiving the referral.
- (d) MRSS clinical team member will develop a Crisis and Safety Plan in collaboration with the youth and their family.
- (e) MRSS team is responsible for providing 24/7 crisis response to the youth and family for the duration of their enrollment in the MRSS program.
- (f) MRSS clinical team member will give a brief overview of the services offered by the MRSS Team and introduce the role of the Family Support Specialist.
- (g) Each family will be given the MRSS Guidebook for Families, or the equivalent describing the anticipated experience in the MRSS program and providing youth and their families with relevant and individualized psychosocial information.
- (h) MRSS clinical team will schedule an in-person MRSS Team Meeting, within 72 hours of the intake. Meeting location to be determined by the youth and their family. Meeting shall include youth and their family, MRSS clinical provider, MRSS Family Support Specialist, and/or any other natural support or multi-disciplinary team members as identified by the youth and their family.
- (i) The MRSS clinical team will notify the assigned FSS, as soon as possible, with contact information for the family and date and time of the Team Meeting. The FSS will make initial contact with the family either in person or via phone to introduce their role

(4) Service Requirements

- (a) Within 72 hours of the intake the MRSS clinical team member and Family Support Specialist will facilitate a MRSS Team Meeting with the youth and their family, and together review program services, assess the current needs of the family, both short term and long term, and clarify roles of team members;
- (b) Contacts with the youth and family should be as frequent as needed to alleviate the immediate crisis and provide connection to longer term resources and supports;
- (c) All contacts shall occur in locations preferred by the youth and their families;
- (d) The MRSS Clinical team in partnership with the youth and their family shall coordinate a minimum of 2 contacts per week with at least one being in-person. Services include
 - i. Interim individual and/or family mental health therapy.
 - ii. Rapid access to psychiatry and medication management.
 - iii. Care Coordination.
 - iv. Family/Youth/Peer Support Services;
- (e) MRSS clinical services may be provided up to 56 calendar days, as necessary, to provide the youth and their family with sufficient stabilization and connections with community-based resources; and
- (f) MRSS Family Peer Support Services are offered as long as clinical services are being provided to provide the youth and family with increased skills to manage crises, and to establish sufficient supports in the community that the youth and family may access as needed.

(5) Close of Services

- (a) Factors contributing to the current crisis are identified and addressed by some combination of the following:
 - i. Youth is no longer having suicidal or aggressive behavior, ideation, or behavioral challenges that affect safety of the youth, family, or others
 - ii. Symptoms are managed via connection to commensurate supports, services, and skill- development opportunities;
 - iii. The youth and their family report increased safety and confidence in managing the current and future crises; and,
 - iv. The youth and their family report decreased frequency and intensity of crisis situations.
- (b) The MRSS Team will establish a transition plan with the youth and their family, which:
 - i. Addresses youth mental health concerns and symptoms;

- ii. Outlines proactive strategies to support the youth and their family to reduce the frequency and intensity of crises that lead to emergency department visits; and,
 - iii. Documents access and connections to outpatient and community resources.
- (c) MRSS clinical team will conduct an in-person, transition meeting with the youth and family to review the transition plan prior to ending MRSS services. If unable to have a transition meeting with the family, documentation of the circumstances is required.
- (d) If the family continues to receive Family Support Services after ending services with the clinical team, the MRSS Family Support Specialist will conduct an in-person transition meeting with the family prior to ending Family Support Services. If unable to have a transition meeting with the family, documentation of the circumstances is required.

(6) MRSS Team-Based Requirements

- (a) MRSS programs are team-based. County is required to provide both clinical services and family support services to MRSS enrolled youth and their families. County shall require that subcontracted providers have dedicated MRSS clinical staff and family support specialists.
- (b) Each MRSS Team provides an array of recovery-oriented agency or community-based services and supports. County may subcontract with numerous providers in order to make sure that all services are available to the youth and their families. Establishing a clear communication plan and workflow between all providers is imperative and requires the contractor, clinical staff, family support staff and referring hospital or crisis clinic to work as a cohesive team.
- (c) County is responsible for the completion of all MHS 08 service requirements as outlined in this document, whether directly provided or provided under sub-contractual arrangement. County shall provide initial copies of the sub-contract to OHA. County shall submit a written action plan and timeline for resolution to OHA, as soon as possible, when there are known services that are not being met by the County or provider. Action Plans must be agreed upon by County and OHA and may result in funding adjustments and/or recouped or withheld funds.
- (d) The MRSS team must include, at a minimum, a Mental Health Therapist (QMHP), Qualified Mental Health Associate (QMHA) and a Family Support Specialist (FSS). County must notify OHA immediately if either of these positions are vacant or unavailable to youth and their families enrolled in services.
- (e) County shall submit a Memorandum of Understanding (MOU) which includes the referring hospital or crisis clinic and subcontractors. MOU is required to be completed within 45 calendar days of execution of this Agreement. The MOU creates an ongoing partnership between the County, subcontractors, referring hospitals and crisis centers. The MOU shall include the following:
- i. Roles and responsibilities of each party;
 - ii. Comprehensive communication plan between all parties around coordinating intakes, team meetings, and care coordination efforts; and,
 - iii. Ongoing and frequent communication with the partnering hospital or crisis center.
- (f) County and subcontractors shall participate in a collaborative state-wide effort to establish shared programmatic standards, expectations for results, and key reporting requirements. County is responsible for requiring that a representative from the County and all subcontractors:
- i. Participate in scheduled All Staff MRSS Learning Collaboratives; and
 - ii. Family Support Specialists are also required to participate in all scheduled Family Support Specialist Learning Collaborative.
- (g) County shall submit an annual Budget Worksheet (provided by OHA), which is due August 15th of each calendar year.

(7) MRSS Required Training

- (a) County is responsible for requiring that all staff receive the adequate training required to effectively deliver services as outlined in this Agreement. Providers shall require that, at a minimum, staff are trained in the following areas:
- i. OHSU Redcap Data System Training;
 - ii. Suicide Prevention and Intervention;

- iii. Lethal Means Counseling (i.e CALM Training);
- iv. Trauma Informed Care; and
- v. Ongoing training and refreshers required for skill maintenance.

(8) Special Reporting Requirements

Redcap Data System Reporting Requirements

- (a) MRSS Clinical and Family Support Providers shall submit data on an ongoing basis, as specified by OHA, directly to the Oregon Health & Science University (OHSU) Redcap Data System.
- (b) MRSS Providers are expected to input all required data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team.
- (c) Redcap Data Collection includes timely collection and submission of the following:
 - i. Individual’s demographics and clinical history;
 - ii. Presenting information;
 - iii. Referral response time;
 - iv. Referral to and youth/family connections with family peer support;
 - v. Timeliness and frequency of initial and ongoing contacts;
 - vi. Service and intervention details;
 - vii. Diversions out of the emergency room/ crisis clinic;
 - viii. Re-presentations to the emergency department or admissions to a higher level of care;
 - ix. Transition plan details;
 - x. Barriers to recommended transition plan;
 - xi. Duration of MRSS involvement;
 - xii. The Crisis Assessment Tool at intake;
 - xiii. The KIDSCREEN-10 at intake and closure; and
 - xiv. Other items deemed beneficial to the development of the Service.
- (d) Programs are required to inform and encourage MRSS parents/guardians to participate in a two-month follow-up survey completed by phone or electronically. MRSS participants will be contacted by OHSU outcomes study staff two months after MRSS program completion- Data from follow-up interviews will be shared with County and program leadership, with the goal of improved services.
- (e) County is responsible for reviewing and approving the quarterly outcome reports generated by OHSU prior to submission to OHA by OHSU.

(9) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-015
COMPENSATION

1. Compensation

County agrees to compensate Provider as follows:

Deschutes County Health Services shall pay a not-to-exceed maximum compensation of up to ~~\$315,000~~ ~~\$333,000~~ ~~\$499,500~~ **\$743,594**, inclusive of the "Performance Withhold" as outlined in Paragraph 2 below. County is aligning contracts from a fiscal year to a calendar year, impacting the previous contract's performance withholds. As such Deschutes County agrees to pay Youth Villages for twelve (12) months of performance withholds from January 2021 through ~~June 30, 2023~~ **December 31, 2023**.

2. Performance Withhold

The Parties agree to withhold a portion of the compensation to incentivize performance on the below performance standards. The withhold will be equal to five percent (5%) of the compensation outlined herein, and reconciled after the end of the Contract Term; such reconciliation to occur no later than thirty (30) calendar days after Contract termination date.

3. Billing

Provider shall invoice County on a monthly basis for all services rendered in accordance with the terms of this Contract. County will only pay for completed work that is accepted by the applicable County. Invoice and supporting documentation must be sent to County's contact information by mail, fax or e-mail as indicated in Paragraph 11, "Notices".

4. Performance Measures

Performance measures under the Contract will be monitored and evaluated using the following performance measures/outcomes:

- 1. Three hour response times $\geq 80\%$
 - 2. Home visits within 72 hours $\geq 90\%$
 - 3. Completion of safety plans $\geq 90\%$
- Re-presentations or admissions while in CATS $\leq 20\%$

5. Review of Performance Measure Data.

Upon Contract termination Provider shall provide County with an analysis of each Performance Measure listed above. This analysis shall also contain the raw data supporting any conclusions or inferences drawn by Provider. The Parties shall meet on a scheduled agreed upon by Parties to discuss the Performance Measures and Providers results. The Parties shall produce a written summary after each meeting which specifically notes the Parties' agreement or disagreement that the Provider has or has not met the Performance Measures.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2023

SUBJECT: Agreements for vehicle leases for the use of the Sheriff's Office

RECOMMENDED MOTIONS:

1. Move to authorize Captain Paul Garrison to sign Document No. 2023-705, a lease agreement with Bancorp for a Terradyne Gurkha MPV armored truck.
2. Move to authorize Captain Paul Garrison to sign Document No. 2023-706, a lease agreement with Bancorp for a 2023 PistenBully 100 Tracked Rescue Vehicle.

BACKGROUND AND POLICY IMPLICATIONS:

The Terradyne Gurkha is an armored vehicle. The armored rescue vehicles currently in use by the Sheriff's Office are essentially on loan through the federal LESO program and are limited by constraints relating to the use of, or repossession of such vehicles. The Gurkha is a needed addition to the DCSO's fleet for the purposes of SWAT and/or citizen rescue operations.

The PistenBully 100 is a large, tracked vehicle that has sufficient space to transport first responders along with injured persons so they can be treated as they are being extracted from remote areas. This tracked rescue vehicle can also be used as a command vehicle for backcountry rescues such as avalanche burials or recoveries, two of which were experienced this year.

Additionally, this tracked rescue vehicle can be used as an extraction vehicle to transport people during months of heavy snow and also to deliver food or medical supplies to remote areas. The vehicle can transport 911 radio technicians to and from radio tower sites for repair and maintenance of the emergency radio system in severe winter weather. Use of this vehicle significantly reduces liability risks because up to ten persons can be transported in one vehicle, versus needing to have personnel ride individual snowmobiles.

This tracked rescue vehicle is to replace an existing tracked vehicle that can only carry three people with little to no cargo. The existing tracked vehicle is extremely high maintenance and unreliable as it requires a Sheriff's Office Automotive Technician to perform a lengthy inspection and make adjustments after every single use. The current tracked vehicle is unable to reach backcountry areas due to its design and is limited to shallow or groomed

snow. According to the manufacturer, this new tracked rescue vehicle has a service life of 20-25 years.

BUDGET IMPACTS:

The lease for the Terradyne Gurkha will be paid with funds received from property taxes collected by the Countywide Tax District.

The lease for the PistenBully 100 Tracked Rescue Vehicle will be paid from a combination of proceeds from the sales of older snowmobiles and funding from the Countywide Tax District.

ATTENDANCE:

- Joe Brundage, Business Manager
- Pete Martin, Fleet Manager
- Lt. Ty Rupert, Search and Rescue



Memo

TO: Cary Colaianni

CC: Captain Paul Garrison

FROM: Pete Martin

DATE: 12/16/2021

RE: Terradyne Gurkha

I am requesting approval to move forward with leasing a 2021 Terradyne Gurkha MPV armored truck.

The Sheriff’s Office is wanting to lease/own two armored trucks, per our specifications, as two of the armored vehicles the Sheriff’s Office currently utilize are granted to us from the LESO program. The future of this program is unknown so the likelihood of us having to surrender the two vehicles is highly probable.

Last year, the Sheriff’s Office had the opportunity to lease a used 2020 Terradyne Gurkha through The Bancorp. With detailed research into this vehicle, it was decided to move forward with the lease. Sheriff’s Office SWAT has used this vehicle in many risky operations over the past 5 months. The team members are comfortable with this vehicle and are confident in its safety and handling.

We have compared the performance and features of vehicles from two manufacturers of armored trucks, the Terradyne Gurkha MPV and Lenco Bearcat G3. There are several items about the Gurkha that satisfies sole source justification;

- The Gurkha and Bearcat are both built on a Ford F550 chassis. The Gurkha does not make chassis modifications during assembly, which maintains the full factory powertrain warranty. The Bearcat modifies its frame rails, exhaust, brake lines, driveshaft and fuel lines, which means it is not Federal Motor Vehicle Safety Standards (FMVSS) compliant.
- There have been several published articles regarding armor strength and projectile penetration of these two armored vehicles. In a head-to-head test, the Gurkha outperformed the Bearcat resulting in zero penetrations, which supports the Gurkha’s rated armor level of NIJ IV and a transparent armor rating of CEN B7.
- With the acquisition of a Gurkha, they also offer a 3-day operator and technician training.



FINANCE LEASE AGREEMENT - EQUIPMENT

1. This Finance Lease Agreement ("Agreement"), made as of the date set forth below, is by and between The Bancorp Bank, National Association ("Lessor") and
Deschutes County Sheriff ("Lessee").
2. **LEASE.** In consideration of the mutual covenants, terms and conditions hereinafter contained in this Agreement, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to hire from Lessor, all of the machinery, equipment and other personal property, together with all components, parts, additions, accessories and attachments incorporated therein (all such property hereinafter collectively referred to as the "Equipment") described in the Equipment Lease Schedule or Schedules signed by Lessee (whether one or more, the "Schedule") and from time to time attached hereto and made a part hereof subject to the terms and conditions set forth in this Agreement and such Schedule or Schedules.
3. **TERM.** The term of the Lease as to any Equipment is set forth in the Schedule relating thereto; provided, however, that the Lease shall be effective from and after the date of Lessor's written acceptance of the terms, conditions and obligations of the Lease. As to any Equipment identified on a Schedule it shall commence on the date the Equipment identified on that Schedule is delivered to Lessee or Lessee's representative or on the day Lessor, at the instruction of Lessee, pays a dealer or supplier for that Equipment, whichever occurs first (the "Commencement Date").
4. **MONTHLY PAYMENT.** Each month during the Term of the Lease of Equipment identified on a Schedule Lessee shall pay to Lessor, as rent for such Equipment, without any deduction or setoff and without prior notice or demand, the total monthly payment (the "Monthly Payment") specified in that Schedule. The Monthly Payment shall be paid on the tenth (10th) day of the month for each calendar month during the term of the Lease of that Equipment, The Lease evidenced by a Schedule is a net lease, and Lessee shall not be entitled to any abatement of rent or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Lessee hereby waives any and all existing or future claims to any offset against the Monthly Payments due hereunder, and agrees to make the Monthly Payments regardless of any offset or claim which may be asserted in connection with the Lease of the Equipment. Monthly payments for any Equipment are to be paid in the manner and at the times specified in the Schedule related to that Equipment by mailing the same to Lessor at the Billing Address specified above.
5. **LATE PAYMENTS.** Time is of the essence of the Lease. In the event that any Monthly Payment or other sum due hereunder shall not have been paid within ten (10) days from the date on which it becomes due and payable, Lessor may collect, and Lessee hereby agrees to pay, a delinquency charge in the amount of \$5.00 or five (5) percent per month of the amount in arrears for the period such amount remains unpaid, whichever is greater. In the event that Lessee is in default and this Lease is placed for collection in the hands of an attorney who is not a salaried employee of Lessor, Lessee agrees to pay Lessor's attorney's fees plus court costs.
6. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants that:
 - (a) If Lessee is a corporation or other legal entity, Lessee has the authority and power to lease the Equipment from Lessor under this Agreement, is duly organized, existing and in good standing under the laws of the state of its incorporation or charter and is duly qualified as a foreign corporation or company authorized to transact business in, and is in good standing under the laws of, each other state in which the Equipment is to be located.
 - (b) If Lessee is a corporation or other legal entity, the leasing of the Equipment from Lessor by Lessee, the execution and delivery of this Agreement, one or more Schedules, and all related instruments and documents, and compliance by Lessee with the terms hereof (i) have been duly and legally authorized by appropriate action taken by Lessee; and (ii) are not in contravention of, and will not result in a breach of, any of the terms of Lessee's articles of incorporation, by-laws, charter or partnership agreement, or of any provisions relating to shares of the stock or other evidence of ownership of Lessee.
 - (c) This Agreement and all related instruments and documents, when executed by the duly authorized officers, members or partners of Lessee and delivered to Lessor, will constitute valid and legally binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof.
 - (d) Lessee hereby agrees to furnish promptly to Lessor whatever financial statements of Lessee that Lessor may reasonably require at any time and from time to time.
 - (e) Under the laws of the state(s) in which the Equipment is to be located, the Equipment consists solely of personal property and chattels. The parties agree that in no event shall the Equipment be classified other than as personal property, in whole or in part, irrespective of its use or manner of attachment to real property. Lessee agrees to take all steps necessary to insure that the Equipment remains personal property at all times.
7. **DELIVERY; INSPECTION AND ACCEPTANCE BY LESSEE.** Each item of the Equipment identified on a Schedule shall be delivered to Lessee at such place as shall be mutually agreed upon between Lessor and Lessee. Within 48 hours of the arrival of the Equipment, Lessee will cause an inspection of the Equipment to be made and, if the same is found to be in good order and in compliance with the provisions of any applicable purchase order(s), Lessee shall accept delivery of the same and shall execute

and deliver to Lessor a receipt and acceptance thereof in form and substance satisfactory to Lessor setting forth a complete description of the item or items of Equipment thus delivered and accepted; whereupon as between Lessor and Lessee, the same shall be deemed to have been finally accepted by Lessee pursuant to this Agreement and such Schedule.

8. **RISK OF LOSS.** Lessor shall not be liable for loss or damage occasioned by any cause, circumstance or event of whatsoever nature, including, but not limited to, failure of or delay in delivery, delivery to wrong place, delivery of improper equipment or property other than the Equipment, damage to the Equipment, governmental regulations, strike, embargo or other cause, circumstance or event, whether of like or unlike nature. All packing, crating, freight, express, cartage, installation, service, use, sales, excise and import charges, expenses and taxes, recordation and titling fees and charges, and all other charges, expenses and taxes incurred in connection with Lessor's purchase of the Equipment and the shipment, delivery and installation and servicing of the Equipment by the manufacturer or supplier thereof or by any other party shall be the responsibility of Lessee and may, at the sole option of Lessor, be either included in the calculation of the total Monthly Payments due under the Lease or expended in which case the amount due shall be due and payable with the next Monthly Payment.
9. **IDENTIFICATION OF EQUIPMENT.** Lessee shall cause each principal item of Equipment to be continuously marked, in a plain, distinct and conspicuous manner, with the name of Lessor followed by the words "Owner and Lessor," or other appropriate words designated by Lessor, with appropriate changes thereof and additions thereto as from time to time may be required in order to protect the title of Lessor to each item of the Equipment and its rights under the Lease. Lessee will not place any item of Equipment in operation or exercise any control of dominion over the same until such name and words shall have been so marked thereon and will replace promptly any such name or words which may be removed, defaced or destroyed.
10. **USE AND MAINTENANCE.** Lessee shall not use the Equipment or allow it to be used in contravention of any law, governmental regulation or applicable insurance policy, and will not change the location of any Equipment as specified in the related Schedule without the prior written consent of Lessor.
Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs necessary for such purpose.
In addition, if any parts or accessories forming part of the Equipment shall from time to time become worn out, lost, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use, Lessee at its own expense, will within a reasonable time replace such parts or accessories, or cause the same to be replaced, by replacement parts or accessories which are free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessories replaced. All equipment, accessories, parts and replacements for or which are added to or become attached to the Equipment which are essential to the operation of the Equipment or which cannot be detached from the Equipment without materially interfering with the operation of the Equipment or adversely affecting the value and utility which the Equipment would have had without the addition thereof, shall immediately become the property of Lessor, and shall be deemed incorporated in the Equipment and subject to the terms of this Lease as originally leased hereunder. Lessee shall not make any material alterations to the Equipment without the prior written consent of Lessor.
Lessor shall have the right at any reasonable time to inspect the Equipment and all maintenance records with respect thereto, if any, and observe the use of the Equipment.
11. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IDENTIFIED ON ANY SCHEDULE HAS BEEN SELECTED BY LESSEE AND PURCHASED BY LESSOR AT THE REQUEST OF LESSEE. LESSOR HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECT, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or loss resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the manufacturer or supplier to Lessor are hereby assigned to Lessee for and during the term of the Lease and Lessee agrees to settle all such claims directly with the manufacturer or supplier. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make Monthly Payments hereunder.
12. **FEES AND TAXES.** Lessee shall pay all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, including but not limited to, sales, use and personal property taxes, but excluding, however, all taxes on or measured by Lessor's income.
13. **TITLE.** Title to the Equipment shall at all times remain in Lessor, and Lessee shall have no right, title or interest therein except as expressly set forth herein. The parties intend that the Equipment shall remain personal property, notwithstanding the manner in which it may be affixed to any real property, and Lessee shall obtain for Lessor, not less than five (5) days prior to the scheduled delivery date of the Equipment and, where appropriate, cause to be recorded at its own expense, from each landlord, owner, mortgagee or any person having an encumbrance or lien on the property where the Equipment is to be located, waivers of any lien, encumbrance or interest which such person might have or hereafter obtain or claim with respect to the Equipment. Lessee further agrees to maintain the Equipment free from all claims, liens and legal processes of creditors of Lessee and will defend, at its own expense, Lessor's title to the Equipment from such claims, liens or legal processes. Lessee shall also notify Lessor immediately upon receipt of notice of any lien, attachment or judicial proceeding affecting the Equipment in whole or in part.
14. **INSURANCE.** Lessee shall keep the Equipment insured against all insurable risks of loss or damage from every cause whatsoever

for not less than the full replacement value; and Lessee shall also carry public liability insurance, both personal injury and property damage, covering the Equipment with a single limit of not less than \$300,000 per occurrence. All said insurance shall be in form and amount and with companies satisfactory to Lessor. Any such insurance coverage shall not be subject to any co-insurance clause. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and Lessor shall be named as an additional insured with respect to all such liability insurance. Lessee shall pay when due the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that:

- (a) It will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy.
- (b) The coverage of Lessor shall not be terminated, reduced or affected in any manner regardless of any breach or violation by Lessee of any warranties, declarations or conditions of such insurance policy or policies.

The proceeds of such insurance payable as a result of loss or damage to the Equipment shall be applied, as required by the provisions of Section 15 hereof (i) toward the replacement, restoration or repair of the Equipment which may be lost, stolen, destroyed or damaged; or (ii) toward payment of the obligations of Lessee hereunder. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to make claims and receive payment therefor, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance policies, but only to the extent the same relates to the Equipment.

Lessee shall provide evidence satisfactory to Lessor as to due compliance with the insurance provisions of this Section 14 prior to Lessee's acceptance and use of Equipment.

15. **LOSS AND DAMAGE.** Lessee hereby assumes and shall bear the entire risk of direct and consequential loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall release or impair any obligations of Lessee under the Lease, which shall continue in full force and effect and shall be absolute during the Term hereof. However, that obligation may be discharged by Lessee paying to Lessor all the accrued but unpaid Monthly Payments due under the Lease, the present value of the Monthly Payments which would have become due for the duration of the Term of the Lease, plus the Reversionary Value of the Equipment as set forth in the related Schedule less the amount of any recovery actually received by Lessor from insurance or otherwise for such loss or damage. Lessee agrees that Lessor shall not incur any liability or any other damages resulting to Lessee by reason of any delay in delivery or any delay caused by any non-performance, defective performance, or breakdown of the Equipment, nor shall Lessor at any time be responsible for personal injury or the loss or destruction of any other property resulting from the Equipment. In the event of loss or damage of any kind whatsoever to any item of Equipment, Lessee, at the option of Lessor, shall, at Lessee's expense (reduced by the application of any insurance proceeds):
 - (a) place the same in good repair, condition and working order; or
 - (b) replace the same with like equipment of the same or equivalent make and of the same or later model and in good repair, condition and working order, and furnish Lessor with necessary documents to vest good and marketable title thereto in Lessor.
16. **REDELIVERY.** Upon the expiration or earlier termination of the Lease of any Equipment identified on a Schedule (or of any renewal thereof, if applicable), Lessee shall, at its own expense, return the Equipment to Lessor to such location and in such manner as Lessor shall specify, in the same condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and free and clear of all liens, encumbrances or rights of others whatsoever except liens or encumbrances resulting from claims against Lessor not relating to the ownership of such Equipment. In the event that upon return of the Equipment to Lessor repairs are made necessary, in the reasonable opinion of Lessor, to place the Equipment in the condition required under this Section 16, Lessee agrees to pay the reasonable costs of such repairs and further agrees to pay Lessor reasonable rent for the period of time reasonably necessary to accomplish such repairs.
17. **INTENT.** It is the express intent of the parties that this Agreement constitutes a finance lease and in no event shall this Agreement and the Schedule or Schedules be construed as a sale of the Equipment. By virtue of the Lease, Lessee shall acquire no ownership, title, property, right, or interest (or any option therefor) other than as may be expressly provided in the Schedule identifying the Equipment which grants a leasehold interest solely to Lessee subject to all the terms and conditions of this Agreement.
18. **INDEMNITY.** Lessee hereby assumes and agrees to indemnify, protect and save harmless Lessor, its agents and employees from and against any and all losses, damages, injuries, claims, demands and expenses including legal expenses, or whatsoever kind and nature, arising on account of the ordering, acquisition, delivery, redelivery, installation or rejection of the Equipment, the possession, maintenance, use, condition (including without limitation, latent and other defects and whether or not discoverable by Lessor or Lessee, and any claim in tort for strict liability) or operation of any item of Equipment, and by whomsoever used or operated, during the Term of the Lease and thereafter until such time as such item is redelivered to Lessor with respect of that item of Equipment, the loss, damage, destruction, removal, return, surrender, sale or other disposition of Equipment or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof. The obligations of Lessee under this Section 18, which accrue during the Term of the Lease, shall survive the termination of this Agreement.

19. EVENTS OF DEFAULT. Lessee shall be in default under the Lease upon the happening of any one or more of the following events or conditions ("Events of Default"):

- (a) Lessee refuses, without justification, to accept delivery of any Equipment identified on a Schedule; or
- (b) Lessee shall fail to make any Monthly Payment or any other payment thereunder within ten (10) days after the same shall have become due; or
- (c) Lessee shall fail to comply with the provisions of Section 14 hereof; or
- (d) Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder; or
- (e) If any writ or order of attachment, execution, or other legal process against Lessee is levied on any Equipment leased hereunder; or
- (f) If, in the sole discretion of Lessor, the financial condition of Lessee or any of Lessee's guarantors shall so change as to impair Lessee's ability to perform its obligations under the Lease or the ability of such guarantor to perform its obligations under such guaranty or if Lessor in good faith at any time deems itself to be insecure; or
- (g) Lessee shall be in default under any obligation for the payment of borrowed money to Lessor, for the deferred purchase price of property purchased from Lessor or for the payment of any rent under any lease agreement with Lessor covering real or personal property.

Any waiver of an Event of Default by Lessor on one occasion shall not constitute a waiver of that default on another occasion or of any other Event of Default.

20. RIGHTS AND REMEDIES OF LESSOR. Upon the occurrence of any Event of Default and at any time thereafter (subject to any applicable grace provisions), Lessor may without notice exercise one or more of the following rights and remedies, as Lessor in its sole discretion shall elect;

- (a) Declare all unpaid Monthly Payments then accrued or thereafter accruing, and any other payments under this Lease to be immediately due and payable;
- (b) Terminate the Lease as to any or all items of Equipment;
- (c) Take possession of and render unusable to Lessee any or all of the Equipment, wherever found, without any court order or other process of law (any such taking of possession shall not constitute a termination of the Lease as to such Equipment unless Lessor expressly so notifies Lessee in writing);
- (d) Use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof at any location without affecting the obligations of Lessee as provided in the Lease;
- (e) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice to Lessee;
- (f) As security for Lessee's obligations hereunder, Lessee pledges to Lessor and grants to Lessor a security interest in and a right of set-off against all monies, deposits or other property of any kind, without limitation, owned by Lessee or in which Lessee has a joint or contingent interest and which are in Lessor's possession for any reason whatsoever;
- (g) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of the Lease or to recover damages for the breach thereof;
- (h) Exercise any and all rights accruing to a Lessor under any applicable law upon a default by a Lessee.
- (i) Confess judgment against Lessee as provided in Section 29.

Lessor shall, in addition to the above, be entitled to receive from Lessee upon default, any and all damages which Lessor might suffer as a result of said default, including attorney's fees and 100% of such other expenses as are incurred in the rental, seizure, sale or reletting of the Equipment.

A termination of the Lease of any Equipment identified on a Schedule shall occur only upon written notice by Lessor to Lessee and only with respect to such items of Equipment as Lessor specifically elects to terminate in such notice. Except as to such items of Equipment with respect to which there is a termination, the Lease shall remain in full force and effect and Lessee shall be and remain liable for the full performance of all its obligations hereunder.

None of the rights and remedies under the Lease are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to herein or otherwise available to Lessor at law or in equity. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided, and the bringing of an action or the entry of judgment against Lessee shall not bar Lessor's right to repossess any or all items of Equipment. **LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO A JUDICIAL HEARING AS A CONDITION PRECEDENT TO THE REPOSSESSION OF EQUIPMENT BY LESSOR IN THE EVENT OF A DEFAULT HEREUNDER BY LESSEE.**

21. ASSIGNMENT BY LESSOR AND LESSEE. Without the prior written consent of Lessor, Lessee may not by operation of law or otherwise (a) assign, transfer, pledge, hypothecate or otherwise dispose of the Lease or any interest therein or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

For the purpose of providing funds for financing the purchase of Equipment, or for any other purpose, Lessee agrees (a) that Lessor may assign, sell or encumber all or any other part of the Lease, the Equipment and the Monthly Payments hereunder and (b) in the event of any such assignment of Monthly Payments hereunder and written notice thereof to Lessee, to unconditionally pay directly to any such assignee all Monthly Payments and other sums due or to become due under the Lease. **THE RIGHTS OF ANY SUCH ASSIGNEE SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTER-CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR.** Notwithstanding the foregoing, any such assignment (a) shall be subject to Lessee's right to possess and use the Equipment so long as Lessee is not in default under the Lease, and (b) shall be subject in all respects to the provisions

of this Agreement which shall be controlling over any inconsistent provision. Subject always to the foregoing, the Lease inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

22. **LESSOR'S RIGHT TO PERFORM FOR LESSEE.** If Lessee fails to perform or comply with any of its agreements contained herein, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out-of-pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreements, together with interest thereon at the maximum lawful rate on the date of payment by Lessor, shall be payable by Lessee upon demand.
23. **SECURITY INTEREST.** Lessee hereby grants Lessor a security interest in the Lease and the Equipment to secure Lessee's payment to Lessor of the Monthly Payments due hereunder. Lessee hereby authorizes Lessor to file this Agreement, any financing statements or security agreements with respect to the Equipment or any collateral provided by Lessee to Lessor prior to or following commencement of the Term of the Lease, in any state or states of the United States. Lessee further authorizes Lessor to file such Lease, financing statement or security agreement and, as Lessee's attorney-in-fact, to execute on behalf of Lessee any such financing statement or security agreement. Lessee agrees to execute such supplemental instruments and financing statements if Lessor deems such to be necessary or advisable and shall otherwise cooperate to defend the title of Lessor by filing or otherwise. Lessee agrees to pay the costs of recording such instruments and financing statements.
24. **NOTICES.** All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, sent by certified mail, return receipt requested, addressed to the other party at its respective address set forth in the heading of this Agreement (for Lessor) or at the end of this Agreement (for Lessee) or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt, except for such by Lessor, which shall be effective from the date of mailing.
25. **FURTHER ASSURANCES.** Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments, financing statements and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of the Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.
26. **MISCELLANEOUS.** This Agreement and all Schedules added hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties. Each execution of a Schedule subsequent to any executed concurrently herewith shall constitute a reaffirmation of the terms and conditions hereof; in no event shall the execution of a subsequent Schedule constitute a waiver by Lessor of any preexisting default in the performance of the terms and conditions hereof.
Any provision of the Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
27. **CONSTRUCTION; GOVERNING LAW.** The Lease and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Delaware, including all matters of construction, validity and performance, regardless of the location of the Equipment. The parties agree that any action or proceeding arising out of or relating to the Lease may be commenced in any court in the State of Delaware, and each party agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address designated pursuant hereto, or as it may provide in writing from time to time, or as otherwise provided under the laws of the State of Delaware.
28. **SECURITY DEPOSIT.** Lessee shall have paid to Lessor, either before or concurrently with the execution of the Lease, a security deposit as listed on the Schedule. This security deposit shall be held by Lessor during the Term and any renewal Term, if applicable, of the Lease and applied, as required, to satisfy any obligations of Lessee hereunder not otherwise timely satisfied by Lessee.
If Lessee is not then in default, upon the expiration or earlier termination of the Term or any renewal Term, if applicable (whichever is later), of the Lease, the balance of such security deposit then held by Lessor shall promptly be paid to Lessee.
29. **CONFESSION OF JUDGMENT.** THE UNDERSIGNED LESSEE, JOINTLY AND SEVERALLY, UPON OR AFTER THE OCCURRENCE OF ANY EVENT OF DEFAULT, DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR THE UNDERSIGNED, OR ANY OF THEM, AND CONFESS A JUDGMENT OR JUDGMENTS AGAINST THE UNDERSIGNED OR ANY OF THEM IN LESSOR'S FAVOR AT ANY TIME AND FROM TIME TO TIME AFTER THE DATE HEREOF IN THE AMOUNT OF THE TOTAL AMOUNT OF LESSEE'S LIABILITY AS PROVIDED IN SECTION 20 HEREOF, WITH RELEASE OF ALL ERRORS AND WITHOUT STAY OF EXECUTION, AND INQUISITION AND EXTENSION UPON ANY LEVY ON REAL ESTATE IS HEREBY WAIVED AND CONDEMNATION AGREED TO AND THE EXEMPTION OF ALL PROPERTY FROM LEVY AND SALE ON ANY EXECUTION THEREON IS WAIVED, AND NO BENEFIT OF EXEMPTION SHALL BE CLAIMED UNDER OR BY VIRTUE OF ANY EXEMPTION LAW NOW IN FORCE OR WHICH MAY BE HEREAFTER ENACTED. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY AN EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL FULL PAYMENT OF ALL OF SAID LIABILITY. IF A TRUE COPY OF THIS INSTRUMENT SHALL BE FILED IN ANY SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY AND ANY STATUTE OR RULE OF COURT TO THE CONTRARY IS HEREBY EXPRESSLY WAIVED.

30. NOTICE: THIS IS A FINANCE LEASE. YOU MUST READ THIS SECTION 30 BEFORE SIGNING.

- (a) Lessee acknowledges that Lessee has selected the person supplying the Equipment identified on each Schedule and directed Lessor to acquire the Equipment from that person for purposes of the Lease;
- (b) Lessee acknowledges that Lessee is entitled to the promises and warranties provided to the Lessor by the person supplying the Equipment or by other persons that are provided to Lessor in connection with or as part of the contract by which Lessor acquired the Equipment; and
- (c) Lessee may communicate with the person supplying the Equipment to Lessor and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of terms or of remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as of the day and year first above written. Lessee acknowledges reading and consenting to the Confession of Judgment in Section 29 and reading the Notice in Section 30 prior to execution of this Agreement.

Dated: 03/06/2023

<p>LESSEE Deschutes County Sheriff</p> <p>ADDRESS 63333 W Highway 20 Bend, OR 97703</p> <p>Signature <u>Paul B Garrison</u></p> <p>Title <u>Captain</u></p> <p>Signature <u>[Signature]</u></p> <p>Title <u>FLEET MANAGER</u></p> <p>Signature _____</p> <p>Title _____</p>	<p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <hr/> <p>LESSOR The Bancorp Bank, National Association</p> <p>Signature _____</p> <p>Title _____</p>
---	---

Address for Notices (Lessor):
The Bancorp Bank, National Association
Legal Department
409 Silverside Road, Suite 105
Wilmington, DE 19809



MASTER LEASE AGREEMENT MUNICIPAL

The Bancorp Bank ("Lessor") with offices at 24437 Russell Rd. Ste. 220 Kent WA 98032 and the undersigned

Deschutes County ("Lessee") with offices at 63333 Highway 20 West Bend Oregon 97703 hereby agree as follows:

- 1. Use of Lease. Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. Lease Intended for Security. This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. Payments. The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. Tax Consideration. This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. Left blank intentionally.
6. Non-Appropriation. If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. Titling; Registration. Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. Other Duties Regarding Vehicles. Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. **ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.**
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation.** Initial box if this paragraph applies. Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than \$10,000,000 of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: 06/11/2021

LESSEE Deschutes County	Signature _____
ADDRESS 63333 Highway 20 West, Bend OR 97703	Title _____
Signature <u>Paul B Garrison</u>	Signature _____
Title <u>CAPTAIN</u>	Title _____
Signature _____	
Title _____	
Signature _____	
Title _____	
	LESSOR The Bancorp Bank
	Signature <u>R L Mayo</u>
	Title <u>6-11-2021</u>



TERRADYNE ARMORED VEHICLES INC.

1-402 Mulock Drive, Newmarket, Ontario, Canada L3Y 9B8

T +1 905 895-1010 | F +1 905 853 2289 | E info@terradyneinc.com



2020 MPV Demonstrator

- 2020 Ford F550 4x4 (US spec & title)
- 6.7L diesel / 10- speed transmission
- 145 inch wheelbase
- NIJ IV & UL10 (.50 cal) opaque & transparent armor
- 2.5 inch thick transparent armor
- Rotating roof hatch with gun port & adjustable operator stand
- Exterior color: OD Green
- Reverse camera & proximity sensors
- Remote power door locks
- 2000W power inverter
- Power operable ram
- Driver & passenger side external storage cabinets
- Battery charger with auto eject
- 2 x LED remote control search lights
- Power adjustable driver seat
- NIJ III power operable skip shield
- 6 door configuration
- 11 gun ports including roof hatch
- Front and rear AC & heat
- Front differential lock
- Side facing bench seats in the back
- 2 x rear facing jump seats
- Seats 10 in total
- Hutchinson Defense WA-1090 wheels with run flats
- Michelin 335/80R20 tires
- Fox Defense shocks
- Front hood mounted camera
- Soundoff Signal blueprint emergency lighting system with 200 watt siren
- Front & rear wig wags
- Blackout switch for all exterior lighting
- Provision for roof mounted thermal / color camera

Peter Martin

From: Lucas Witzke <lucas.witzke@terradyneinc.com>
Sent: Friday, March 5, 2021 9:50 AM
To: Peter Martin
Subject: RE: Phone Call
Attachments: Rental Purchase.xlsx; MPV Quote K672A.xlsx

[EXTERNAL EMAIL]

Pete,

Good morning. Attached is an excel spreadsheet listing 36, 48 and 60 month rental purchase terms based on the 2020 MPV demonstrator. The MPV demonstrator is \$295,800 as configured new and the price is reduced to \$281,010 considering it is lightly used (currently 5,000 miles on the odometer). I spoke to our president this morning and he did list a couple conditions if DSCO or any other agency was interested in purchasing it in the near future.

- We would want to keep the vehicle until mid July 2021 for a commitment to display at the FBINAA conference in Orlando.
- Shipping is not included

Also attached is quote #K672A for a new MPV build. The MPV is quoted as a stripped down base model and you can configure the vehicle from a list of options (pages 4 – 5) as you see fit. The quote is also in excel so you can click the box next to the options you want and the total price will calculate on page 6.

Lastly, I strongly recommend obtaining an open ended lease quote from The Bancorp. They offer terms up to 84 months which would reduce the monthly payment and their interest rate is more competitive than our program. They are in the lending business so I am starting to refer agencies to them now that I am aware they can offer a lease program for our vehicles.

Please let me know if you have any questions. Thanks!

Lucus



EQUIPMENT SCHEDULE

The following equipment is hereby added to the Equipment Lease Agreement dated 03/06/2023, between The Bancorp Bank, National Association (formerly known as The Bancorp Bank) (Lessor) and Deschutes County Sheriff (Lessee)

Customer # 12538
Unit # TBD

Description of Equipment Leased	Location
2023 PitsenBully 100 Snow Cat	63333 W Highway 20 Bend, OR 97703 Deschutes County

Term & Frequency	<u>\$</u> Annual	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$79,817.55</u>	Reversionary Value	<u>\$1.00</u>
Sales / Use Tax	<u>\$0.00</u>	Interim Rent	<u>\$0.00</u>
Total Annual Payment	<u>\$79,817.55</u>		

Billing Instructions:

Additional Terms and Conditions:

APPROVED AND AGREED TO this 10th day of March, 2023 as schedule to Equipment Lease dated the 6th day of March, 2023 by and between the parties hereto, and made part hereof,

LESSEE Deschutes County Sheriff	Signature _____
Signature <u>Paul B. Garrison</u>	Title _____
Title <u>Captain</u>	
Signature <u>[Signature]</u>	LESSOR The Bancorp Bank, National Association
Title <u>FLEET MANAGER</u>	Signature _____
	Title _____



CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance relates to a certain Non-Cancellable Equipment Lease dated 03/10/2023, between The Bancorp Bank, National Association (Lessor) and

Deschutes County Sheriff (Lessee).

Pursuant to the lease, the undersigned lessee hereby certifies and agrees as follows:

- (i) The Goods to be leased that are described on the Lease Schedule have been delivered to the Lessee;
(ii) The Goods have been inspected by authorized representatives of the Lessee;
(iii) The Goods have been fully and finally accepted by the Lessee under the lease and have been found to be in good working order and to be the Goods described in the lease;
(iv) Lessee has reviewed and approved the Purchase Order covering the goods.

VENDOR TO BE PAID Kassbohrer All Terrain Vehicles, Inc.

SEND CHECK TO 8850 Double Diamond Parkway Reno, NV 89521

1) DIRECTLY TO VENDOR [X]

2) OTHER The Bancorp Bank to send \$35,000.00 Deposit to secure order. Total amount is \$344,000.00.

Dated: 03/10/2023

Form with fields for LESSEE (Deschutes County Sheriff), Signature, Title, and handwritten entries for Paul B Garrison, Captain, and FLEET MANAGER.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2023

SUBJECT: Public hearing and consideration of Resolution No. 2023-045 adopting a supplemental budget and increasing appropriations within the Solid Waste and Code Abatement funds and the 2023-24 Deschutes County budget.

RECOMMENDED MOTION:

First, hold a public hearing; thereafter, move approval of Resolution 2023-045 adopting a supplemental budget and increasing appropriations within the Solid Waste and Code Abatement funds and the 2023-24 Deschutes County budget.

BACKGROUND AND POLICY IMPLICATIONS:

On July 19th, staff presented a Memorandum of Understanding (MOU) between Solid Waste and the Community Development Department which provides funding for code abatement services via an interfund payment of \$200,000. The payment is funded by the additional 2% franchise fee for commercial and noncommercial haulers which was approved by the Board on June 21st.

The supplemental budget for Code Abatement exceeds fund expenditures by more than 10%; therefore, a public hearing is required.

BUDGET IMPACTS:

This adjustment will increase appropriations in the Solid Waste fund by \$240,000 and \$200,000 in the Code Abatement fund.

ATTENDANCE:

Dan Emerson, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution to Adopt a Supplemental Budget *
And Increase Appropriations Within the * RESOLUTION NO. 2023-045
2023-24 Deschutes County Budget *

WHEREAS, Deschutes County Community Development Department presented to the Board of County Commissioners on 7/19/2023, with regards to Memorandum of Understanding (MOU) No. 2023-643 between Solid Waste and Code Abatement, and

WHEREAS, ORS 294.471 & 294.473 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, it is necessary to increase appropriations by \$240,000 within the Solid Waste Fund and \$200,000 within the Code Abatement Fund, now, therefore;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following revenue be appropriated in the 2023-24 County Budget:

Solid Waste
Franchise 5% Fee \$ 240,000
Solid Waste Total \$ 240,000

Code Abatement
Interfund Revenue \$ 200,000
Code Abatement Total \$ 200,000

Section 2. That the following expenditures be appropriated in the 2023-24 County Budget:

Solid Waste
Program Expense \$ 200,000
Contingency 40,000
Solid Waste Total \$ 240,000

<u>Code Abatement</u>	
Program Expense	\$ 200,000
Code Abatement Total	<u>\$ 200,000</u>

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this _____ day of July, 2023.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Budget Adjustment

REVENUE

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
				6106250	349011	Franchise 5% Fee	325,000	240,000	565,000
				0200150	372610	Interfund from Solid Waste	-	200,000	200,000
TOTAL							325,000	440,000	765,000

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
				6106250	472020	M&S	Interfund to Code Abatement	-	200,000	200,000
				6106250	501971	Contingency	Contingency	1,402,600	40,000	1,442,600
				0200150	430362	M&S	Professional	121,875	200,000	321,875
								-		-
								-		-
								-		-
TOTAL							1,524,475	440,000	1,964,475	

Fund:
Dept:
Requested by:
Date:

610 & 020
Solid Waste & Code Abatement
Dan Emerson
7/19/2023



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2023

SUBJECT: Memorandum of Understanding between Solid Waste and Community Development for Code abatement funding

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-643, a Memorandum of Understanding between the Solid Waste and Community Development departments for Code abatement funding.

BACKGROUND AND POLICY IMPLICATIONS:

The Solid Waste Department and CDD entered into an agreement in 2008 for CDD to enforce Code regulations pertaining to solid waste and related matters. This replacement MOU provides funding for designated code abatement services in Fund 020 – Code Abatement.

BUDGET IMPACTS:

Solid Waste agrees to transfer a total of \$200,000.00 to Fund 020 during FY 2023-24 via monthly transfers of \$16,666.66.

ATTENDANCE:

Sherri Pinner, CDD Senior Management Analyst
Tim Brownell, Solid Waste Director

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**MEMORANDUM OF UNDERSTANDING BETWEEN
COMMUNITY DEVELOPMENT DEPARTMENT
AND SOLID WASTE DEPARTMENT
FOR CODE ABATEMENT FUNDING
DOCUMENT NO. 2023-643**

This Memorandum of Understanding (“Understanding”) is entered into between the Solid Waste Department hereinafter referred to as “SW” and the Community Development Department, hereinafter referred to as “CDD”, subdivisions of Deschutes County, a political subdivision of the State of Oregon.

PURPOSE: The purpose of this Understanding is to provide resources for abatement of code compliance cases in Fund 020 – Code Abatement.

UNDERSTANDING: It is hereby agreed to as follows:

- 1. **DURATION:** The effective date of this Understanding shall be from July 1, 2023, to June 30, 2024.
- 2. **TERMINATION:**
 - a. Upon thirty (30) days written notice either party may terminate this Understanding.
 - b. Termination under this paragraph shall not affect any obligations or liabilities accrued prior to such termination.
- 3. **COMPENSATION:**
 - a. By automated line item transfer at the beginning of each month, SW agrees to transfer to Fund 020 – Code Abatement for abatement services rendered under this Understanding, a monthly amount of Sixteen Thousand Six Hundred Sixty Six Dollars and 66/100 Dollars (\$16,666.66), for an annual total of Two Hundred Thousand Dollars and 00/100 Dollars (\$200,000).
 - b. If this Understanding terminates prior to June 30, 2024, any unearned portion of the transfers shall be retained in Fund 020 – Code Abatement.

4. **RESPONSIBILITIES OF SW: SW agrees to:**

- a. Ensure payment of compensation outlined in paragraph 3(a).

5. **RESPONSIBILITIES OF CDD: CDD agrees to:**

- a. Determine validity of progressing a code violation to the abatement process.
- b. Maintain electronic records for substantiated and unsubstantiated code violations.
- c. Ensure Deschutes County Code (DCC) 1.16 Code Violations and Enforcement are enforced and procedures are followed.
- d. Post Notice of Abatement on premise or at site of nuisance and/or send via certified mail, return receipt.
- e. If violation for which Notice of Abatement has been issued is not corrected within the specified timeframe, abatement may proceed in accordance with DCC 1.16 Code Violations and Enforcement and DCC 13.36 Nuisances and Abatement.

6. **AGENT OF CDD:** CDD shall be deemed an agent of SW for all purposes of this Understanding.

7. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this Understanding without the written consent of the other party.

8. **THIS IS THE ENTIRE UNDERSTANDING.** This Understanding constitutes the entire Understanding between the parties. This Understanding may be modified or amended only by the written Understanding of the parties.

9. **ADDITIONAL TERMS AND CONDITIONS:**

- a. The parties agree that:
 - (1) No assigned employee provided under this Understanding shall be required to be exposed to any known or suspected hazardous materials; and
 - (2) In the event the assigned personnel discovers known or suspected hazardous materials at a site, the assigned personnel shall immediately cease his or her investigation until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.
- b. Contract Administration:
 - (1) SW designates Tim Brownell to represent SW in all matters pertaining to administration of this Understanding.
 - (2) CDD designates Peter Gutowsky to represent CDD in all matters pertaining to administration of this Understanding.

(3) Any notice or notices provided for by this Understanding or by law shall be given to:

Dated this _____ of _____, 20__

Dated this _____ of _____, 20__

DESCHUTES COUNTY DIRECTOR OF SOLID WASTE

ANTHONY DeBONE, Chair, County Commissioner

PATTI ADAIR, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2023

SUBJECT: Consideration of a one-time appropriation to the Central Oregon Guardian Assistance Program

RECOMMENDED MOTION:

Move approval of Resolution 2023-046, increasing appropriations and transferring contingency within the General Fund and the 2023-24 Deschutes County Budget for the purpose of appropriating \$100,000 to the Central Oregon Guardian Assistance Program.

BACKGROUND AND POLICY IMPLICATIONS:

On June 26, 2023 the Central Oregon Guardian Assistance Program (COGAP) presented to the Board regarding the need for pro bono and low-cost guardian services to assist with persons experiencing a health-related crisis. Included in this population are veterans, elderly, indigent and the civil commitment population.

COGAP is requesting a one-time appropriation of \$100,000 to establish a program to train new guardians to facilitate better patient outcomes.

BUDGET IMPACTS:

Finance has identified General Funds as an eligible source of one-time funding to COGAP. This resolution would reduce contingency within the General Fund and increase Grants and Contributions by \$100,000.

ATTENDANCE:

Daniel Emerson, Deschutes County Budget and Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution to Increase Appropriations *
Within the 2023-24 Deschutes County Budget * RESOLUTION NO. 2023-046
*

WHEREAS, Central Oregon Guardian Assistance Program staff presented to the Board of County Commissioners on 06/26/23 with regards to asking for funding in the amount of \$100,000 for establishing new guardians and improving patient outcomes within the community, and

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, it is necessary to increase appropriations by \$100,000 within General Fund - Non- Departmental Program Expense and decrease contingency by \$100,000 within the General Fund - Non- Departmental, now, therefore;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following expenditures be budgeted in the 2023-24 County Budget:

<u>General Fund – Non Departmental</u>	
Program Expense	\$ 100,000
Contingency	\$ (100,000)

Section 2. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this _____ day of July, 2023.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Appropriation of New Grant

(12,467,000) - (12,467,000)

--

Fund:
Dept:
Requested by:
Date:

001
General Fund
Dan Emerson
7/19/2023



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2023

SUBJECT: Oregon Health Authority Medicaid Administration Reimbursement

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2023-702, an intergovernmental agreement with the Oregon Health Authority to receive Medicaid reimbursement funding

BACKGROUND AND POLICY IMPLICATIONS:

Intergovernmental Agreement #179254 provides up to \$2,800,000 of reimbursement for health care coordination and other medical assistance-related administrative activities that support Oregon Health Authority's (OHA) administration of the Title XIX Medicaid Oregon State Plan. Funding is for the five year period of July 1, 2023 through June 30, 2028.

Under Title XIX of the Social Security Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. The State share for Medicaid administrative activities, which the County will provide under this agreement, is fifty percent (50%) of the total allowable costs attributable to Medicaid administrative activities. These reimbursable activities include outreach and application assistance for the Medicaid Program; referral, coordination, monitoring and training of Medicaid Services; Medicaid/Oregon Health Plan transportation and translation; and system coordination related to Medicaid services. In Deschutes County Public Health, this applies to the four Maternal Nurse Home Visiting programs and the Perinatal Care Coordination team.

Deschutes County shall pay OHA fifty percent (50%) of the total allowable costs for the State match portion. OHA will then pay the County the total allowable costs of providing Medicaid administrative activities in arrears on a quarterly basis. From fiscal year 2019 through fiscal year 2023 (estimating quarters 3 and 4 for FY23), the County paid \$890,185 in general funds and OHA provided \$1,792,905 in additional funding.

BUDGET IMPACTS:

Maximum not-to-exceed amount payable to county under this agreement, which includes any allowable expenses, is \$2,800,000.

ATTENDANCE:

Anne Kilty, Program Manager
Cheryl Smallman, HS Business Officer



Agreement Number 179254

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Deschutes County
2577 NE Courtney Drive
Bend, OR 97701
Attention: Grace Evans
Telephone: (541) 322-7516
E-mail address: grace.evans@deschutes.org**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to OHA’s

**OHA – Public Health
Maternal & Child Health, Center for Prevention & Health Promotion
800 NE Oregon Street, Suite 825
Portland, OR 97232
Agreement Administrator: David Anderson or delegate
Telephone: (971) 276-0412
E-mail address: David.v.anderson@oha.oregon.gov**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **July 1, 2023**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2028**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Definitions/Activity Codes
- (2) Exhibit A, Part 2: Statement of Work
- (3) Exhibit A, Part 3: Payment and Financial Reporting
- (4) Exhibit A, Part 4: Special Terms and Conditions
- (5) Exhibit B: Standard Terms and Conditions
- (6) Exhibit C: Subcontractor Insurance Requirements
- (7) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

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

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$2,800,000**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- County is a subrecipient County is a **contractor** Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.778

5. County Data and Certification.

a. County Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Deschutes County Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: anne.kilty@deschutes.org; cc: grace.evans@deschutes.org

Telephone: () 541-322-7445 Facsimile: () 541-322-7565

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

Workers' Compensation Insurance Company: Self-Insured

Policy #: N/A Expiration Date: N/A

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

- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
(2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney

General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- (3) The information shown in this Section 5a. "County Information", is County's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

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

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Deschutes County
By:**

Authorized Signature

Printed Name

Title

Date

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190
By:**

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via E-mail by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice

March 1, 2023
Date

**EXHIBIT A
PART 1
DEFINITIONS/ACTIVITY CODES**

- A1. Outreach and Application Assistance for the Medicaid Program:** means interviews, group meetings, phone contacts or home visits that inform Medicaid eligible and potentially Medicaid eligible individuals and their families about the benefits and availability of services provided by the Medicaid program. Additionally informing individuals and their families on how to access, use and maintain participation in all health care resources (i.e. Medicaid, Early Periodic Screening and Diagnostic Testing, etc), creating and/or disseminating materials to inform children and families about Medicaid and assisting them to make application for Medicaid eligibility (i.e. collecting information for the Medicaid application, helping to complete necessary forms for the Medicaid application, and updating of forms as necessary if a child or family's circumstances change), related staff travel and paperwork.

- A2. Outreach and Application Assistance for Non-Medicaid Programs:** means activities that assist the patient/client in gaining access to non-Medicaid services, effectively utilizing social services and community wellness programs. (Included are housing, commodities, food banks, Women’s Infant and Children Program (“WIC”), foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services). Activities that assist the client in applying for these services, including form preparation, related staff travel and paperwork.

- B1. Referral, Coordination, Monitoring, and Training of Medicaid Services:** means making referrals for and coordinating the delivery of diagnostic and preventive service and treatment for health, vision, dental, developmental, mental health, substance abuse and other Medicaid services. Includes staffing to coordinate Medicaid case plan services (participation in multidisciplinary team meetings, conferencing on health, developmental issues, consultations), gathering background information and supportive information, such as medical histories, writing case plans, or summaries and preparing and/or presenting materials for case review, arranging for health services and coordinating services (i.e. psychological counseling, health, substance abuse counseling and consultation, inpatient services), related staff travel and paperwork.

- B2. Referral, Coordination, Monitoring, and Training of Non-Medicaid Services:** means making referrals for and coordinating the delivery of social services and community wellness programs (including housing, commodities, food banks, WIC, foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services) arranging transportation for these services and related staff travel and paperwork.

- C1. Medicaid/OHP transportation and translation:** means assisting an individual to obtain transportation to services covered by OHP, arranging for or providing

translation services to facilitate access to OHP services. Include related paperwork, clerical activities or staff travel required to perform these activities.

- C2. Non-Medicaid/OHP transportation and translation:** means assisting an individual to obtain transportation to services not covered by Medicaid/OHP, or arranging for or providing translation services related to social, vocational, or educational programs. Include related paperwork, clerical activities or staff travel time required to perform these activities.
- D1. System Coordination Related to Medicaid Services:** means working internally and with other agencies to improve Medicaid health services, identify gaps in services, expand health and medical services; and improve capacity to engage in medical assistance services and to expand access and linkage to medical and health services and their utilization by medical assistance target populations, gathering information about the target population to improve early identification of health and developmental problems; related staff travel and paperwork.
- D2. System Coordination Related to Non-Medicaid Services:** means working internally and with other agencies to improve social services, identify gaps in services, expand and improve capacity to engage in non-Medicaid activities, expand access and linkage to non-Medicaid services, their utilization by target populations; related staff travel and paperwork.
- E. Direct Health Care Services:** means providing direct health care services to a patient, such as well baby checkups, immunizations, disease management, counseling, and including medical case management or other activities that are an integral part or extension of a patient's visit. Included is all related paperwork, clerical activities, staff time, or travel required performing these services
- F. Other Work Activities:** means all other paid work activities that do not fall under one of the above categories. Time off for vacation, sick leave, family leave, holidays, jury duty, paid lunchtime, comp time, and any other time away from work if the time is paid. Such activities may include payroll, maintaining inventories, developing budgets, general supervision, etc. All related paperwork, clerical activities, or staff travel would also be included.

EXHIBIT A

**Part 2
Statement of Work**

1. BACKGROUND

Under Title XIX of the Social Security Act (“the Act”), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation (“FFP”) is the federal government’s share for states’ Medicaid program expenditures. States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Service for proper and efficient administration of the state Medicaid plan. The process applicable to claiming administrative costs is referred to herein as Medicaid Administrative Claiming or MAC.

OHA and County intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid and who reside in the geographic area(s) served by the County. Under the Agreement, County will perform Title XIX administrative activities, and OHA will reimburse County for the cost of performing these administrative activities. County will provide, through its own staff and through subcontracts, outreach, health care coordination, and other medical assistance related administrative activities that support OHA’s administration of the Title XIX Medicaid Oregon State Plan (the “State Medicaid Plan.”).

2. STATEMENT OF WORK

County shall directly and through subcontracts approved by OHA provide to Medicaid-eligible clients allowable Title XIX administrative activities as follows: (a) Outreach and Application Assistance for the Medicaid Program; (b) Referral, Coordination, Monitoring, and Training of Medicaid Services; (c) Medicaid/Oregon Health Plan (“OHP”) transportation and translation; and (d) System Coordination Related to Medicaid Services, (collectively, the “Work”), which are further defined in Exhibit A Part 1, attached and hereby incorporated by reference as part of this Agreement.

a. County Responsibilities. The County shall perform the following:

- (1) No later than one working day prior to the first day of an upcoming quarter, send to the Multnomah Education Service District (“MESD”) a list of those eligible county employees and/or subcontractor employees designated to complete and submit required time study surveys during the subject quarter, hereinafter referred to as the “cost pool”. Eligible employees are those whose training / retraining in MAC is current, as defined by OHA and certified according to OHA requirements.
- (2) Utilize the specific Time Study Activity Codes as set forth in Exhibit A, Part 1 (“Activity Codes”), approved by OHA and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid (“CMS”) to document all time spent by cost pool on all activities listed in Exhibit A and to claim all costs under this Agreement for allowable Medicaid

administrative activities. Specifically, County shall use the Activity Codes to document all time spent on all activities listed in Exhibit A (“Documented Time”) throughout four (4) specifically identified days per claiming quarter (“Survey Days”). OHA shall randomly select the Survey Days and notify County in advance of the Survey Days selected.

- (3) Facilitate training to its employees and subcontractors on the implementation of the Time Study and Activity Codes to ensure County’s employees and subcontractors make claims only for allowable Medicaid administrative activities, **availing training tools and training sessions as provided by OHA.**
- (4) Submit all MAC information to the Multnomah Education Service District (“MESD”) for MESD’s preparation of claiming information documents and subsequent MAC claims to OHA. In accordance with its agreement with OHA, MESD will post on secure Internet site quarterly claiming information for County’s review and approval. Steps in the approval process shall be as follows:

- (a) Within one week of posting by MESD of a County’s claim, OHA shall send an electronic invoice to a designated contact at County. Invoice shall bill County for State match portion of Medicaid funds, more specifically described in Exhibit A, Part 3. County shall have one week from the date it receives the invoice to review and notify the OHA Contract Administrator in writing of its disapproval—if any—of the document. At the time County disapproves a quarterly claiming information document, County must provide corrected information to OHA Contract Administrator. County shall send such notices to OHA Agreement Administrator at the address indicated on the face page of this Agreement.
- (b) If the County’s total Documented Time throughout a quarter’s Survey Days is equal to or greater than fifty percent (50%) of the total time County spends on all activities throughout the Survey Days, whether Documented Time or otherwise (“Total Time”), County shall provide OHA with an acceptable explanation for the percentage of Documented Time to Total Time.

If the explanation is acceptable to OHA and remains the same over time even through County's total Documented Time throughout the Survey Days continues to be equal to or greater than fifty percent (50%) of the total time County spends on all activities throughout the Survey Days, then upon approval by OHA, County shall maintain supporting documentation and will not be required to provide an explanation to OHA unless circumstances supporting the explanation change significantly. In that case County shall submit acceptable documentation prior to payment. OHA reserves

the right to request at any time documentation concerning County's Documented Time and an explanation for that documentation.

Notwithstanding that actual percentage of Documented Time throughout the Survey Days, County shall document explanation of Documented Time for any individual that is equal to or exceeds fifty percent (50%) of that individual's Total Time throughout any Survey Day.

- (c) County shall signify its approval of the claim by signing and dating the invoice and sending it with enclosed payment of the 50% match (as explained in Subsection a. (13) of this Section) to the address given on the invoice.
- (5) Be responsible for creating its own claiming information documents in order to document the bases for MAC claims submitted to OHA, in the event that the Agreement between OHA and MESD expires or terminates prior to the expiration or termination of this Agreement.
- (6) Provide MESD with its actual and current cost pool data, and Medicaid eligible percentage for the claimed quarter, within 30 days after the end of each quarterly claiming period, in the form of a quarterly report submitted in required pro forma. Cost pool data includes: the name, title, job description, salary, and other personnel expenses for each individual employee who met eligibility requirements for participation in the claimed quarter's cost pool.
- (7) Ensure that all MAC claims for the Work are in accordance with requirements applicable to MAC claims in OMB Circular A-87 and the State Medicaid Plan, which are incorporated herein by this reference. The Work for which County claims reimbursement must be directly related to the administration of the State Medicaid Plan for FFP to be available.
- (8) Obtain OHA's prior written approval of any subcontracts proposed by County for the purpose of carrying out the Work under this Agreement, by:
 - (a) Providing OHA with a draft copy of each subcontract; and
 - (b) Upon obtaining OHA verbal approval of each subcontract, submitting to OHA a copy of the signed subcontract.
- (9) Monitor subcontracts to ensure that the Medicaid administrative activities and costs being tracked and billed to County by subcontractors are allowable and related to the purpose of this Agreement.
- (10) Monitor compliance with the requirements of this Agreement and maintain such records that support the quarterly claiming information documents and MAC claims for the Work performed, including but not limited to: position data, and salary and benefit information pertaining to relevant cost pool members, to include clear identification of federal portions of salary and benefits and the process by which those federal funds are removed from cost pool information prior to the information's

submittal to MESD. As specified by OHA, other information applicable to the Work provided under this Agreement may be required in order for OHA to approve a claim.

- (11) Upon request from OHA, the Oregon Department of Justice, Medicaid Fraud Unit, the Secretary of State's Office, or the federal government, make available all records that support the quarterly MAC claims to OHA for Work performed.
- (12) Assure that Medicaid eligible children and families receiving assistance under this Agreement are free to accept or reject Medicaid services and are free to receive such services from an enrolled provider of their choice unless otherwise restricted to a provider of the Oregon Health Plan by OHA.
- (13) Pay OHA for the State match portion of Medicaid funds for MAC claims submitted to OHA, and the OHA intergovernmental charge, as more specifically described in Exhibit A, Part 3.
- (14) Use the OHA-provided Medicaid-eligible percentage for County in its cost calculations unless another statistically based calculation has been approved by OHA.

b. OHA responsibilities. OHA will:

- (1) In accordance with **Section 2.a.(4)** of this Exhibit, upon receipt of a signed invoice and payment from County of its 50 percent match in accordance with its approval of the claiming information produced by MESD, submit the resulting MAC claim to the federal government for payment.
- (2) Within 30 days of receipt of the County's match, pay the County's claim for the quarter.
- (3) Provide technical assistance and training to County, its employees, all County subcontractors and County subcontractors' employees on the use of MESD's web-based Time Study tool and Activity Codes, and all other processes and claiming information documents necessary for County's MAC claims.
- (4) Assist County in the review of and provide comments on the subcontracts between County and its subcontractors to carry out Work under this Agreement. OHA's review of subcontracts is not made for the purpose of providing legal advice to County. OHA will provide written approval of any subcontracts proposed by the County.
- (5) Provide assistance to County in the identification of Medicaid administrative activities eligible for reimbursement under this Agreement and reimburse County as described in Exhibit A, Part 3.
- (6) Assist County in responding to any federal Medicaid compliance issues.

EXHIBIT A

**Part 3
Payment and Financial Reporting**

1. Payment Provisions.

County shall send all invoices to OHA’s Agreement Administrator at the address specified on page 1, or to any other address as OHA may indicate in writing to County. County’s claims to OHA for overdue payments on invoices are subject to ORS 293.462.

Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. The State share for Medicaid administrative activities County will provide under this Agreement is 50% (fifty percent) of the total allowable costs attributable to Medicaid administrative activities. County shall pay to OHA, through an Intergovernmental Transfer (IGT) that is in accordance with Section 1903(w)(7)(G) of the Act, 50% (fifty percent) of the total allowable costs of providing Medicaid administrative activities, which represents the State match portion of the Medicaid expenditures.

The State match funds County transfers to OHA shall be public funds that are not federal funds, or shall be federal funds authorized by federal law to be used to match other federal funds. OHA shall then pay County the total allowable costs of providing Medicaid administrative activities in arrears on a quarterly basis. OHA shall claim the FFP amount from CMS.

Allowable administrative Medicaid costs are separate from any other direct Medicaid or other services that may be provided by County pursuant to separate Medicaid funding agreements or authorizations. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid as part of a rate for services, part of a capitation rate, or through some other local, State or federal program. Medicaid administrative costs may not be claimed for activities that are integral parts or extensions of medical services. Furthermore, in no case shall County be reimbursed more than the actual cost of the activities claimed by County under this Agreement.

- 2. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount payable to County for providing Medicaid administrative activities under this Agreement is specified in Section 3 of this Agreement. OHA will only pay for Work performed and documented in accordance with Exhibit A, Part 2, Section 2.a., of this Agreement, and otherwise permitted by Medicaid.
- 3. County shall reimburse OHA 50% (fifty percent) of the amounts paid to County under this Agreement for the State match portion, as specified in Section 5 below.
- 4. For purposes of this Agreement, all MAC claims submitted to OHA by MESD are deemed to be submitted by County. County shall submit MAC claims for Medicaid allowable administrative activities only. Medicaid does not pay for administrative

expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.

- 5. County shall submit to MESD quarterly, in arrears, all cost pool data, utilizing the MESD web-based time study tool, for the Medicaid administrative costs claimed under this Agreement. County shall review the amount of Medicaid administrative costs as calculated by the MESD web-based time study tool, and shall approve these costs as the County's claim, when the County agrees that the calculation is correct. The costs shall be calculated by the MESD tool, according to the federal formula, which is found in the Medicaid Administrative Claiming Public Health Manual, Version 4.0, and provided to the County by OHA.
 - a. County shall pay by IGT to OHA quarterly upon invoice from OHA for:
 - (1) The State match portion which is equal to 50% (fifty percent) of the amount claimed by County and accepted by OHA for the total allowable Medicaid administrative costs; and
 - (2) An OHA quarterly intergovernmental charge of \$20.00 per cost pool member, this charge to be assessed for all quarters.
 - b. OHA will reimburse County in arrears on a quarterly basis for the total allowable costs of providing Medicaid administrative activities.
- 6. County certifies by its signature to this Agreement that for the purposes of 42 CFR § 433.51, the funds it transfers to OHA pursuant to this Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds. County further certifies by its signature to this Agreement that these funds will not be committed or earmarked for non-Medicaid activities, nor will be contractually obligated for provision of health care services to the indigent or for any other non-Medicaid activity.
- 7. County shall be financially responsible for the final amount of any claim for services provided under this Agreement that CMS or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by County unallowable, OHA shall provide County written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, County shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that County wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to County under this Agreement, or any payment to County from OHA under any other contract or agreement between County and OHA, present or future. Nothing in this section shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of OHA set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided to OHA by law or under this Agreement.

8. Travel and Other Expenses.

OHA will not reimburse County for any additional expenses under this Agreement.

EXHIBIT A

**Part 4
Special Terms and Conditions**

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA’s satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:

- (1) Children (ORS 419B.005 through 419B.045);
- (2) Elderly Persons (ORS 124.055 through 124.065);
- (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
- (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)

b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.

c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

d. If known, the abuse report should contain the following:

- (1) The name and address of the abused person and any people responsible for their care;
- (2) The abused person’s age;
- (3) The nature and the extent of the abuse, including any evidence of previous abuse;
- (4) The explanation given for the abuse;
- (5) The date of the incident; and
- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. **Background Checks. Reserved.**
5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
7. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this

Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County’s industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered

by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

- a. Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA’s behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

11. Termination.

- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to OHA;
 - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County’s governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA’s legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. **Effect of Termination.**

a. **Entire Agreement.**

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For

purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

17. Force Majeure. Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

18. Assignment of Agreement, Successors in Interest.

- a.** County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
- b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

20. Subcontracts. County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.

21. No Third Party Beneficiaries. OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. Amendments. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- 23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
 635 Capitol Street NE, Suite 350
 Salem, OR 97301
 Telephone: 503-945-5818

COUNTY: Deschutes County Health Services
 2577 NE Courtney Drive
 Bend, OR 97701
 Email: anne.kilty@deschutes.org;
 cc: grace.evans@deschutes.org.

- 26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 28. **Reserved.**
- 29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with

counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.

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

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

30. Indemnification by Subcontractors. County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

31. Stop-Work Order. OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may

agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a.** Cancel or modify the stop work order by a supplementary written notice; or
- b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or

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

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor’s insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor’s insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor ’s completion and Agency’s acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of

Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. Energy Efficiency. County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).

5. Truth in Lobbying. By signing this Agreement, the County certifies, to the best of the County’s knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.

8. Debarment and Suspension. County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 10. Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e.** Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
- 11. Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 12. Disclosure.**
 - a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

(including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and

- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

14. Federal Whistleblower Protection. County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2023

SUBJECT: FY 2024 Q1 Discretionary grant application 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 July 19, 2023, the Board will consider requests made for activities to take place beginning or about the first quarter of 2023-24.

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 first quarter were budgeted for FY 2023-24.

ATTENDANCE:

Stephanie Robinson, Administrative Analyst



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 19, 2023

SUBJECT: Public Hearing to consider proposed amendments to Deschutes County Code specific to prohibitions on camping on county-owned property

RECOMMENDED ACTION:

Hold a public hearing and receive testimony relative to the proposed revisions to Deschutes County Code section 11.04.

BACKGROUND AND POLICY IMPLICATIONS:

Sheriff Nelson has asked that the County consider amendments to Deschutes County Code (DCC) section 11.04 specific to camping. Sheriff Nelson presented his proposal to the Board on June 7th. At that time, the Board agreed to proceed with a public hearing to consider the proposed revisions. County Legal has also prepared separate revisions to address the issue of camping on county-owned property via an administrative policy.

Following the public hearing, the Board will consider directing staff on whether to proceed with the proposed revisions to DCC 11.04.

Please note that the previous version of the first attachment, titled "DCSO Camping Code Recommendation 6.6.2023" has been replaced with an updated version titled "DCSO Camping Code Recommendation 7.13.2023"

BUDGET IMPACTS:

Not known.

ATTENDANCE:

- Admin
Legal
DCSO

11.04.06(TBD by BOCC)**Camping on Publicly Owned Land**

1. Camping on publicly owned land is allowed with the restrictions provided in this County Code.
 - A. Definitions
 1. The terms “camp”, “campsite or “encampment” shall mean a location on publicly owned land within Deschutes County, where one or more tents, awnings, lean-tos, sleeping or bedding materials, cooking implements or materials, or other items or structures have been erected, constructed, or placed including vehicles and recreational vehicles, and appear to be used for human habitation, including but not limited to sleeping, preparing cooking or warming fires, storing personal belongings, and urinating or defecating.
 - B. Restrictions on camping on publicly owned land within Deschutes County may be suspended during periods of extreme weather or other emergency situations.
2. Individuals who are camping are prohibited from camping on publicly owned land except as noted below, and are required to comply with these time, place and manner regulations.
 - A. Time.
 1. Camping on publicly owned land where allowed is subject to a 14-day stay limitation.
 2. Campers must move no less than 2.5 miles from their original campsite at the conclusion of this 14-day limit.
 3. Enforcement of time restrictions may be suspended when an individual does not have access to shelter and when an individual is engaged in case management or behavioral health services, or when necessary or appropriate to respond to an individual’s disability.
 - B. Place.

Camping is not allowed at any time in any of the following places:

 1. In or one mile from the boundary of any private property line.
 2. Camping on publicly owned land and open to the public within the county, within one mile of an Urban Growth Boundary on the Deschutes County Zoning Map in effect at the time, unless at a posted, designated and developed campground. (16 U.S.C. 551A provides that States or political subdivisions thereof, such as Deschutes County, shall retain their rights to exercise civil and criminal jurisdiction within or on lands which are a part of the national forest system. 43 CFR 8365.1-7 provides the same protections regarding Bureau of Land Management lands).
 3. Any place where camping, a camp, or camp materials create a physical impediment to emergency or nonemergency ingress, egress, or access to property, whether private or public, or on public sidewalks or other public rights-of-way, including but

not limited to driveways providing access to vehicles, and entrances or exits from buildings and/or other real property.

4. Camping on publicly owned land within 1000 feet of a school or park.

C. Manner.

Camping, when and where allowed, is subject to all of the following:

1. Open Fires are prohibited on publicly owned land within one mile of the Urban Growth Boundary and within one mile of private property lines, including campfires, charcoal fires, cooking fires and warming fires.
2. Local, State, and Federal fire regulations shall be followed.
3. Individuals may not accumulate, discard, or leave behind garbage, debris, unsanitary or hazardous materials, or other items of no apparent utility in public rights-of-way, on publicly owned land.
4. Dumping of gray water (i.e., wastewater from baths, sinks, and the like) or black water (i.e., sewage) into any facilities or places not intended for gray water or black water disposal is prohibited. This includes but is not limited to storm drains or onto open ground, which are not intended for disposal of gray water or black water.
5. Individuals may not build or erect structures, whether by using plywood, wood materials, pallets, or other materials. Items such as tents and similar items used for shelter that are readily portable are not structures for purposes of this section.
6. Storage of personal property such as vehicle tires, bicycles or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, extra propane tanks, combustible material, lumber, or other items or materials is prohibited, other than what is related to camping, sleeping, resting or keeping warm and dry.
7. Vehicles used for camping purposes must be operational, i.e., capable of being started and driven under their own power, or ready to be towed if designed to be towed and may not be discarded or left inoperable in public rights-of-way or on publicly owned land.
8. Digging, excavation, terracing of soil, alteration of ground or infrastructure, or damage to vegetation or trees is prohibited.

3. A citation for a violation of this chapter will be a civil infraction (TBD by BOCC).

4. Campsites in violation of this ordinance will be addressed in accordance with the law.

CHAPTER 11.04 PUBLIC USE

[11.04.010 Purpose](#)

[11.04.020 Definitions](#)

[11.04.030 Policies](#)

[11.04.040 Justice Building; Searches](#)

[11.04.050 Road Closures](#)

[11.04.060 Prohibited Activities](#)

[11.04.070 Alienation](#)

[11.04.080 Violation; Penalty](#)

11.04.010 Purpose

Public use regulations are adopted for the purpose of protecting public property.

HISTORY

Adopted by Ord. [96-013](#) §1 on 5/22/1996

11.04.020 Definitions

For the purposes of DCC 11.04, unless otherwise apparent from the context, certain words and phrases used in DCC 11.04 are defined and as set forth in DCC 1.04 and DCC 11.04.020.

["Alternate shelter" means an outdoor location that provides access for sleeping and/or camping through the use of a vehicle, a recreational vehicle, a tent, or some other structure which offers some protection from the outdoor elements.](#)

["Bed" means an item\(s\) utilized for sleeping.](#)

["Bedding" means the collective term for the articles which compose a bed.](#)

["Camping" means any form of sleeping or use of a bed, to include bedding materials, whether outdoors or through use of a vehicle, recreational vehicle, tent or other structure which can offer some protection from the outdoor elements.](#)

["Campsite" means the location where camping is occurring.](#)

~~["Industrial land" means any County owned real property zoned for industrial, commercial, manufacturing, research and development or warehousing purposes as authorized.](#)~~

"Park" means any County owned real property designated by resolution of the Board as a County park, pursuant to ORS 275.320.

"Parking lot" means an area consisting of one or more parking spaces grouped.

"Program Administrator" means the Board, the County Property and Real Estate Manager, Deschutes County department head or designees.

“Public places” means county-owned or controlled real property that is open and available for use by the public. It does not include “vacant county land” or any county-owned or controlled real property designated by the County Administrator as not open for public use, or as use limited.

"Public service facility" means any real property that is owned or leased by County where public services are provided or conducted and shall include, but not be limited to, buildings, facilities, or real property which is fenced, enclosed or otherwise developed and any associated grounds.

"Right of way" means the area between the boundary lines of a street, road or other public easement.

“Shelter” means an indoor location that provides access for sleeping.

“Sleeping” means sitting, lying and/or employing rudimentary forms of protection from outdoor elements.

"Vacant county land" means all County owned land which does not qualify as a “public place,” "public service facility," "park" or "right of way." Unless specifically authorized by Order of the Board of Commissioners, sleeping, camping, taking shelter or taking alternate shelter is at all times prohibited on vacant county land.

HISTORY

Adopted by Ord. 96-013 §1 on 5/22/1996

Amended by Ord. 2023-xxx §1 on DATE

11.04.030 Policies

A. Real Property. Except as otherwise provided in this section 11.04, ~~Public use of County-owned or controlled~~ real property, not including vacant county land, shall be limited to day use (dawn to dusk) except as permitted herein or otherwise permitted by adoption of resolution of the Board.

1. Any County owned real property leased by authority of the Board of Commissioners to other public agencies or private parties shall be governed by the terms and provisions of such leases.
2. County-owned or controlled real property may be posted closed, not open for public use, or use limited, upon direction of~~by the County Administrator.~~County Property Manager, Director of Road Department, Director of Solid Waste, or Risk Manager.
3. County shall not accept conveyance or transfer of real property except upon recording of a written acceptance from the Board of Commissioners.
4. Exclusive or other special use of County-owned or controlled real property by private entities or other agencies shall only be granted pursuant to a written lease or license authorized by the Board of Commissioners.

B. County Owned/Occupied Buildings. The open common areas of County public service facilities and other buildings occupied by County employees are open to members of the public who have business with County employees. However, these buildings are also places where County employees do their work. That work often involves sensitive and confidential issues. County employees require work areas that are quiet, free from unnecessary foot traffic and where they

may discuss sensitive or confidential matters without being overheard by persons not employed by the County.

1. Each department or other program occupying a building shall where feasible, establish a waiting area which is, to the extent possible, located near the department or program receptionist and outside the department’s or program’s work area. Members of the public are to wait in this area until the person they are waiting to see is available. Each waiting area shall be clearly posted as such.
2. Areas other than open common areas and designated waiting areas are open to visitors by invitation only. County department heads and staff are responsible for their offices, and may request (or order) visitors to leave their offices at their discretion. County department heads and department support staff supervisors are responsible for support staff work areas, and may, in their discretion, ask visitors to leave those areas.

C. Public Service Facilities.

Public service facilities which provide services beyond the hours of dawn to dusk shall operate in a manner deemed appropriate by the Program Administrator. Public access may be restricted by the Program Administrator, on the basis of public safety or administrative efficiency to those areas deemed by the Program Administrator to be necessary for provision of the intended services.

D. Parking Lots

~~1.~~

- ~~2.~~—County parking lots may be posted with time and use restrictions, and unless otherwise posted, are not available for overnight use, to include but not limited to sleeping, camping or taking alternate shelter. Violations may be cited as authorized by this section 11.04, by the Facilities Director or County Administrator designee. ~~The recommended penalty for the citation of violation of DCC 11.04 shall be 35 dollars, which shall double each 24 hours up to four days, and which may be paid as a bail for forfeiture. If not paid at that time, a warrant may be issued by the Circuit Court to the violator.~~

HISTORY

Adopted by Ord. 96-013 §1 on 5/22/1996

Amended by Ord. 2020-005 §1 on 1/1/2021

Amended by Ord. 2023-xxx §1 on DATE

11.04.040 Justice Building; Searches

Except for on-duty law enforcement personnel, and individually designated county staff, every person entering through the public entrances of the Courthouse facility, District Attorney facility, Community and Juvenile Justice facilities, and all other Deschutes County Justice / Law Enforcement facilities,

including any annex thereto, is subject to search of his or her possessions and must pass through metal detectors.

HISTORY

Adopted by Ord. [97-046](#) §1 on 6/4/1997

Amended by Ord. [2020-005](#) §1 on 1/1/2021

11.04.050 Road Property Closures

Where ~~vacant c~~County property, not generally open for public use, is or has been used by automobiles, motorcycles and other off-road vehicles or bicycles for recreation, or for other purposes including sleeping, camping, or taking alternate shelter as defined in this section 11.04, and the County has a need to close and discontinue the property to these is uses, the County will notify the general public of the intent to close in a local paper of general circulation in addition to the notification procedures outlined in County Policy GA-##. The design of and the closure shall be in accordance with County Policy GA-23## and also the requirements of the Manual on Uniform Traffic Control Devices, published by the Federal Highway Administration, in terms of signing and barricading. Any person who refuses to leave after implementation of County Policy GA-## may be cited as authorized by this section 11.04. Permanent closures ~~shall~~may, to the extent directed by the County Administrator, consist of appropriate berms, ditches and obliteration of existing roads. The closure design shall be in written form and approved by the County Engineer or County Traffic Engineer. In no case shall ropes or cables be used to close the road or area.

HISTORY

Adopted by Ord. [96-013](#) §1 on 5/22/1996

Amended by Ord. [2023-xxx](#) §1 on DATE

11.04.060 Prohibited Activities

- A. Excepting for site-specific authorization by Order of the Board of Commissioners, nNo person shall construct, install, ~~or~~ encroach, sleep, camp, or obtain shelter or alternate shelter upon County-~~owned~~ or controlled real property~~and~~.
- B.~~C.~~ No person shall sever, excavate, damage, vandalize, burn, litter, remove materials from or cause other site disturbing activity upon or to County-~~owned~~ or controlled real property~~and~~ without obtaining an appropriate permit or license authorizing such activity, from the ~~Board~~, Property Manager, Director of Road Department or Director of Solid Waste.
- B.~~C.~~ No person shall cut or remove wood on or from County-~~owned~~ or controlled real property except upon first obtaining a wood cutting permit from the County Property Manager or County Forester.
- C.~~D.~~ Excepting for site-specific authorization by Order of the Board of Commissioners, mMotor vehicles (operable and inoperable), including but not limited to R.V's, trailers and personal use vehicles, shall be limited to existing parking lots during business hours, (subject to time, place and manner regulations, if any, as posted) and operation on established roads. Motor vehicles are prohibited on dedicated public pedestrian/bicycle trails.

~~D.E.~~ Discharge of firearms is prohibited in and on public service facilities and county-owned or controlled real property except as may be provided by Order resolution of the Board of Commissioners.

~~E.F.~~ No person or group shall exclude any other member of the public from County-owned or controlled real property that is open for public use and, except as provided by lease, license or Order resolution ~~of by~~ the Board of Commissioners.

~~F.G.~~ No person shall engage in any conduct in or on property where public services are provided which hinders, interferes with or prevents those employees from performing their duties.

~~G.H.~~ No person shall smoke or carry any lighted or electronic smoking instrument in any Deschutes County-owned, controlled or occupied building, except as permitted by the Deschutes County Smoke Free Policy.

HISTORY

Adopted by Ord. 96-013 §1 on 5/22/1996

Amended by Ord. 97-057 §1 on 10/8/1997

Amended by Ord. 2020-005 §1 on 1/1/2021

Amended by Ord. 2023-xxx §1 on DATE

11.04.070 Alienation

Excepting conveyances signed by the County Property Manager upon written authorization of the County Commissioners or the County Administrator, no County-owned real property shall be sold, leased, dedicated, licensed, donated, exchanged, encumbered or otherwise alienated except upon signature, authorization, order or ratification of the Board.

HISTORY

Adopted by Ord. 96-013 §1 on 5/22/1996

Amended by Ord. 2020-005 §1 on 1/1/2021

11.04.080 Violation; Penalty

Any violation or failure to comply with any provision of DCC 11.04, may be prosecuted in Justice Court as a Class A violation, or may be charged and prosecuted in Circuit Court as Trespass pursuant to ORS 164.205 et seq. except DCC 11.04.030(B), is a Class A violation. ~~If imposed civil penalties are not timely paid, upon application by the County a warrant may be issued by the Circuit Court to the violator.~~

HISTORY

Adopted by Ord. 96-013 §1 on 5/22/1996

Amended by Ord. 2003-021 §24 on 4/9/2003

Amended by Ord. 2023-xxx §1 on DATE



Deschutes County Administrative Policy No. GA-###
Effective Date: _____, 2023

Removal of Unauthorized Encampments Located on Vacant County-owned Property

I. INTRODUCTION

- a. Deschutes County recognizes that people experiencing homelessness need a place to sleep, shelter themselves, and store belongings. The County is committed to the safety and security of all people in the County that access County-owned property that is open to the public including people experiencing homelessness, adjacent property owners, and the general public, while protecting vacant County-owned property from environmental threats, destruction, and unsafe and dangerous conditions and compliance with State land use laws.
- b. This policy outlines the process to remove an encampment located on vacant County-owned property that is not open to the public.

II. PURPOSE

- a. In accordance with Oregon Revised Statute (ORS) 195.500 through 195.530, Deschutes County developed this policy to:
 - 1. Recognize the social nature of the problem of homeless individuals camping on public property opened to the public;
 - 2. Ensure the most humane treatment of "homeless individuals" when removing Personal Property from unauthorized encampments on vacant County-owned property that is not open to the public.

III. DEFINITIONS

- a. For the purpose of this policy, the following definitions apply.
 - 1. "Campsite or encampment" means a location on County-owned property where one or more tents, awnings, lean-tos, sleeping or bedding materials, cooking implements or materials, or other items or structures have been erected, constructed, or placed including vehicles and recreational vehicles, and that appear to be used for human habitation, including but not limited to sleeping, preparing cooking or warming fires, storing personal belongings, and urinating or defecating.
 - 2. "Garbage" means items voluntarily left on vacant County-owned land for collection by a third party, or otherwise abandoned by its apparent owner, and items not reasonably recognizable as belonging to individuals and which have no apparent utility or are in an unsanitary condition due to saturation or contamination from bodily fluids, whether human or animal, or other contamination.

- 3. "Notice or Notices" means any type of notice described herein that provides an encampment specific information about the closure of County-owned property to the public and how to remedy the issue by warning or removal of the encampment; see Example 3.
- 4. "Personal Property" means any item that is reasonably recognized as belonging to an individual and that has apparent utility. This may include camping equipment, bicycles, books, photographs, personal documents such as identification and social security cards, clothing, etc.
- 5. "Posting Notices" means law enforcement officials posting a written notice, in English and Spanish, at all entrances to the camping site to the extent that the entrances can reasonably be identified, pursuant to ORS 195.505.
- 6. "Removal of Personal Property" means the method the County will use to remove the encampment by use of contractors, county staff, community service or other resources as determined.
- 7. "Vacant County-owned property" means all County owned land which does not qualify as a "public place," "public service facility," "park" or "right of way" as they are defined in Deschutes County Code section 11.04.020.

IV. OVERVIEW

- a. When the Deschutes County Property Manager (PM), County Administrator or public safety officials within the County, identifies an issue at an unauthorized encampment on vacant County-owned land that is closed to the public, County at its sole discretion, may take steps to remove the encampment as outlined in this policy.
- b. When an unauthorized encampment is identified, the PM will provide notification (Notification 1) to the County Administrator, County Counsel, Coordinated Houseless Response Office, Board of County Commissioners and other County departments and/or partner agencies as appropriate, of the intent to issue a notice to the encampment. The Notification 1 will be sent in the form of an email and will include the issue, the type of intended notice, and the location of the encampment with a map of the approximate area.
- c. Prior to issuing notice to an encampment, an Inter-Agency Land Management Notification (see attached for Notification 2 example) will be emailed to partner agencies and relevant community services providers. Notification 2 will be forwarded via email to the County Administrator, County Counsel, the Coordinated Houseless Response Office, Risk Management, Sheriff's Office designee and to the Board of County Commissioners. Notice may also be sent to adjacent and nearby property owners.

Commented [KR1]: This notification system is from GA-23. If a property is deemed closed and the majority of Commissioners are in support of broad encampment removals this level of notification may not be necessary for this policy.

V. NOTICES

- a. In the event an unauthorized encampment has been identified, the County at its sole discretion, may issue the encampment an Emergency or 72-Hour Notice as provided by ORS 195.505. Under certain circumstances, a notice providing a different allotted time may be issued.
- b. The Notice will include the following and will be provided in English and Spanish (see attached example Notification 3):
 - 1. Date of Notice

2. Type of Notice, e.g. Emergency , 72-Hour, or other
 3. A description of the issue(s) identified
 4. Request for the encampment to remove all Personal Property from the area by date noted
 5. The process the County will use to remove Personal Property if all Personal Property is not removed by the deadline
- c. The Property Manager will provide law enforcement a copy of the Notice for posting and distributing at the encampment.
 - d. Law enforcement will date the Notice before posting and will provide the Property Manager with a "return of service."
 - e. The Notice must be posted at all entrances to the encampment site to the extent that the entrances can reasonably be identified, pursuant to ORS 195.505.
 - f. At the expiration of the Notice period, but no later than twenty (20) days from the Notice expiration date and if Personal Property is still present at the encampment, the County will remove all Personal Property from the encampment with use of contractors, county staff, community service or other resources as determined.
 - g. If the posted Notice is not present at the encampment on the date Personal Property is removed, copies of the original notice must be reposted at that time.

VI. REMOVAL AND STORAGE OF PERSONAL PROPERTY

- a. Upon the expiration of an Emergency, 72-hour or other specified timeframe Notice was posted, the County at its sole discretion may proceed with removing Personal Property from the encampment's general vicinity.
- b. Personal Property within the general vicinity that was identified when the Notice was posted and provided to the encampment that has been relocated during the Notice period, may be removed by the County or its designee if it appears to be within 200 feet of the posted Notice.
- c. At the time the Personal Property is scheduled to be removed, the following must occur prior to removing any Personal Property from the area.
 1. Photos must be taken showing the general condition of the encampment area before items are removed, including the major Personal Property items in the area including but not limited to bicycles, camping equipment, etc.
 - i. Photos and other documentation should be kept at least two (2) years after the removal of the encampment.
- d. County staff, contractors or others as determined by the County, shall make a reasonable effort to engage owners of Personal Property to determine what items are viable and when possible preserve that property for storage as described below. Personal Property that is considered viable should be placed on a tarp or other barrier and photos should be taken of the item(s).
 1. Items should be arranged so that they are distinguishable from one another in the photos.
 2. Bulky items such as blankets or clothing believed to be from the same tent or encampment may be piled on the tarp/barrier rather than spread out individually for the photos.
 3. Large items such as a bicycle, tent, or furniture may be photographed without placing on a tarp/barrier.

- 4. Crews are not required to open boxes, bags or other containers to display items and contents.
- 5. Non-bulky Items are placed in plastic bags and labeled for transport and storage.
- 6. Bulky items are labeled for transport and storage.
- 7. Labels must include:
 - i. Date of removal of Personal Property
 - ii. Approximate location
 - iii. Any names provided at the time the Personal Property is sorted, bagged and labeled.
 - iv. Expiration date of storage period, which will be no less than thirty (30) calendar days

- e. Items including but not limited to firearms and knives, drugs, drug paraphernalia and items that reasonably appear to be either stolen or evidence of a crime must be turned over to the appropriate law enforcement agency.

- f. Personal Property that is considered contaminated will be properly disposed of. This may include items that are wet from weather, urine or feces, fire or smoke damage, broken, or deemed inoperable or unsafe.

- g. Personal Property that is labeled will be stored in a weather proof environmental container at the sole discretion of the County. This may include a rented storage unit, storage container or another location as appropriate.
 - 1. Personal Property will be stored within a reasonable distance from where the Personal Property was removed and will be made available by appointment during regular business hours.

- h. Cards similar to the size of a business card will be provided to those who had Personal Property removed. Cards may also be attached to Notices in the area.

- i. Cards must include:
 - 1. Date of removal
 - 2. Approximate location
 - 3. Location Personal Property will be stored
 - 4. Contact information to claim Personal Property (Claimant Contact)
 - 5. Expiration date of storage period, which will be no less than thirty (30) calendar days

- j. Following the removal of Personal Property from an encampment, law enforcement officials, local agency officials and outreach workers may meet to assess the notice and removal policy, to discuss whether the removals are occurring in a respectful humane and just manner and to determine any recommended policy changes.

VII. CLAIMING AND DISPOSAL OF PERSONAL PROPERTY

- a. Any person claiming ownership of Personal Property removed from an encampment must contact the Claimant Contact during regular offices hours to make an appointment to arrange a time to recover Personal Property within thirty (30) days of the removal of the Personal Property.
 - 1. Any claimant who recovers Personal Property, will be required to sign a release form.

- b. Unclaimed Personal Property may be disposed either by discarding or donation after the expiration of the 30-day period.

1. If the expiration of the thirty (30) day period falls on a weekend or holiday, the storage period will be extended to at least the next business day.

Approved by the Deschutes County Board of Commissioners January XX, 2023.

Nick Lelack
County Administrator