



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, AUGUST 7, 2024

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend
(541) 388-6570 | www.deschutes.org

AGENDA

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

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

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqgD>.
- 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 *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

Note: In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734..

CONSENT AGENDA

1. Approval of an amendment to the contract with Bar-7-A Companies for yard debris and wood waste management services
2. Consideration of Board Signature on letter thanking John Roberts for service on the Housing Works Board
3. Approval of the minutes of the BOCC June 12, 2024 meeting

ACTION ITEMS

4. **9:10 AM** Final Public Hearing on the formation of the Tumalo Basin Sewer District
5. **9:20 AM** Resolution No. 2024-039, authorizing an increase in change funds maintained by the Solid Waste Department
6. **9:30 AM** Intergovernmental Agreement with Bend La Pine Schools to continue the Healthy Schools program collaboration
7. **9:35 AM** Acceptance of Oregon Health grant agreement PO-44300-00026008-4
8. **9:45 AM** Acceptance of State of Oregon DAS HB 5204 Grant
9. **9:55 AM** Application for a COHC Community Health Projects grant
10. **10:10 AM** Accept OHA Reproductive Health Services Modernization Grant

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 7, 2024

SUBJECT: Approval of an amendment to the contract with Bar-7-A Companies for yard debris and wood waste management services

RECOMMENDED MOTION:

Move approval of Document No. 2024-599, amending the contract with Bar-7-A Companies for yard debris and wood waste management services.

BACKGROUND AND POLICY IMPLICATIONS:

The Solid Waste Department collects yard debris at its rural transfer stations year-round and during the annual Fire Free collection events. The yard debris is ground into a mulch and trucked to Knott Landfill for use as landfill alternate daily cover material or other beneficial uses. Lumber wood waste is collected and segregated at the Negus Transfer Station in Redmond and is ground and transported to facilities for remanufacture into wood products or used at biomass power plants where it is burned for electricity production.

In March of 2023, the Solid Waste Department solicited proposals for furnishing yard debris and wood waste grinding and transportation services for the program. One bid was received, and the contract was awarded to Bar-7-A Companies, Inc. The proposed amendment would extend that contract through June 30, 2025 in an amount not to exceed \$500,000.

BUDGET IMPACTS:

Funds are budgeted in the Solid Waste FY25 budget for these services.

ATTENDANCE:

Tim Brownell, Director of Solid Waste Department

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**AMENDMENT NO. 1
DOCUMENT NO. 2024-599
AMENDING DESCHUTES COUNTY CONTRACT NO. 2023-222**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2023-222 dated May 25, 2023, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Bar-7-A Companies, Inc. (Contractor), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract 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.

1. Effective Date and Termination Date section is amended as follows:
Effective Date and Termination Date. The effective date of this Contract shall be May 15, 2023 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on ~~April 30, 2024~~ **June 30, 2025**, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. At the County's discretion, this Contract is subject to two (2) one-year extensions for up to a total of three (3) years. This Amendment authorizes the first renewal for year 3 of Contract 2023-222.
2. Exhibit 1, Section 3 (a)(i) is added to the Agreement:
 (i) For all services performed on or after July 17, 2024, County shall pay Contractor on a unit basis, as presented in the 2024 Contract Renewal Cost Proposal dated July 17, 2024, which is attached hereto and made a part of this contract amendment by reference.
3. **Exhibit 1, Section 4 (a) is amended as follows:**
 a. The maximum compensation under this contract, including allowable expenses, is ~~\$425,000~~ **\$500,000**.
4. Exhibit 1, Section 5 (a) is amended as follows:
 a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule: Submittal of monthly progress invoices based on work completed for each task in accordance with the unit pricing outlined in Exhibit 1, Section 3 identified above that is applicable at the time of the performance.

CONTRACTOR: Bar-7-A Companies, Inc.


Authorized Signature

Dated this 29th of July, 2024.

COUNTY:

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

2024 CONTRACT RENEWAL COST PROPOSAL
Contract No. 2024-
YARD DEBRIS AND WOOD WASTE MANAGEMENT SERVICES

Item	Unit Price
Mobilization	
• to Northwest Transfer Station	\$ 1,785. ⁰⁰ /each
• to Southwest Transfer Station	\$ 2,415. ⁰⁰ /each
• to Negus Transfer Station	\$ 1,155. ⁰⁰ /each
Transportation	
• From Northwest Transfer Station to Knott Landfill	\$ 17.85 /ton
• From Southwest Transfer Station to Knott Landfill	\$ 19.43 /ton
• From Negus Transfer Station to Knott Landfill	\$ 17.85 /ton
• From Negus Transfer Station to Bar-7-A Yard	\$ 12.50 /ton
Yard Debris Grinding	\$ 19.43 /ton
Urban Wood Waste Utilization	\$ 25.00 /ton
Base Fuel Surcharge (BFS)	\$ 4. ⁰⁰ /gal
Fuel Surcharge Fuel surcharge pricing adjustments will be based on the following: <ul style="list-style-type: none"> • Fuel surcharges will be calculated incrementally on the basis of 7.5% for every \$1.00 change to fuel costs from the Base Fuel Surcharge (BFS). Bar-7-A shall furnish a monthly average fuel pricing (MAFP) summary from Carson Oil applied to work performed that month to substantiate fuel surcharge adjustments. • Fuel surcharges shall be calculated using the following formula: $(MAFP - BFS) \times .075$ 	

IN WITNESS HERETO, the undersigned has set his/her hand this 16 day of July, 2024 for Bar-7-A Companies.

Brian Skidgel
 Signature

7/17/2024
 Date

Brian Skidgel
 Printed Name

Nicole M Taylor





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 7, 2024

SUBJECT: Final Public Hearing on the formation of the Tumalo Basin Sewer District

RECOMMENDED MOTION:

Direct staff to prepare Order No. 2024-025 either approving formation of the Tumalo Basin Sewer District or directing an election.

BACKGROUND AND POLICY IMPLICATIONS:

The chief petitioners filed a petition to form the Tumalo Basin Sewer District. The Board held the first public hearing on the petition on July 17, 2024 and approved Order No. 2024-024 setting the date for the final hearing on August 7, 2024. The petition and exhibits were attached to Order No. 2024-024.

On August 7, the Board will receive and review any valid written requests for an election, if any were filed as provided by ORS 198.810(3). If a sufficient number of valid requests are timely filed, the Board will set an election to be held on the next available election date for which the filing deadline can be met. Otherwise, the Board can approve formation of the District.

BUDGET IMPACTS:

None

ATTENDANCE:

David Doyle, Legal



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 7, 2024

SUBJECT: Resolution No. 2024-039, authorizing an increase in change funds maintained by the Solid Waste Department

RECOMMENDED MOTION:

Move approval of Resolution No. 2024-039, raising the Solid Waste Department change fund by \$800 and bringing the fund total to \$5,000.

BACKGROUND AND POLICY IMPLICATIONS:

The Solid Waste Department operates five facilities where self-haul customers pay disposal fees based on the volume or weight of waste they are delivering to those facilities. Those transactions can be paid with cash, check, credit/debit card or on a Solid Waste administered charge account.

Currently, the Solid Waste Department maintains a \$4,200 cash change fund, a portion of which is distributed to the Department’s transfer stations and Knott Landfill scalehouse as a till for making change on cash payments. The balance of the change fund is held at the Department’s administrative office for maintaining the offsite change tills as needed with lower denomination currency and augmenting tills on the weekends when the office is closed. With the expansion at Negus Transfer Station and increases in customer traffic, there have been challenges in maintaining sufficient change tills with the current fund, and the Department is requesting authorization to increase the Department’s change fund.

Administrative Finance Policy No. F-8 requires that department cash funds be authorized by the Board of County Commissioners. The attached Resolution No. 2024-039 authorizes increasing the Solid Waste Department’s change fund by \$800, bringing the total amount of cash the Department maintains to \$5,000.

BUDGET IMPACTS:

None

ATTENDANCE:

Tim Brownell, Solid Waste Director

REVIEWED

LEGAL COUNSEL

08/07/2024 Item #5.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Amending the Authorized Balance *
of the Change Funds at the Solid Waste *
Department’s Knott Landfill and Transfer Stations *

RESOLUTION NO.
2024-039

WHEREAS, the Deschutes County Solid Waste Department is currently authorized to have a Change Fund in the amount of \$4,200, and

WHEREAS, it has been determined that the Deschutes County Solid Waste Department requires an additional \$800 in order to maintain sufficient cash funds for customer cash transactions, now, therefore,

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

Section 1. That the authorized balance of the Change Fund for the Solid Waste Department is established at \$5,000.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DeBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 7, 2024

SUBJECT: Intergovernmental Agreement with Bend La Pine Schools to continue the Healthy Schools program collaboration

RECOMMENDED MOTION:

Move approval of Document No. 2024-467, an intergovernmental agreement with Bend La Pine Schools for the Healthy Schools program.

BACKGROUND AND POLICY IMPLICATIONS:

Recognizing the impact of health on student’s learning and thriving, Deschutes County Health Services (DCHS) and the Bend-La Pine Schools (BLS) implemented the Healthy Schools collaboration in 2021. The collaboration has placed Public Health Specialists in high schools and associated feeder schools.

These Public Health Specialists serve as public health experts to address the needs of students and their families. They work directly with administrators, counselors, staff, parents and students to improve adolescent health and access to learning, and reduce risk-taking behaviors which increase the likelihood of negative consequences continuing into adulthood.

Healthy Schools is seeing positive program outcomes now. For more information go to the metrics section at: www.deschutes.org/healthyschools.

DCHS seeks approval and Board signature on Intergovernmental agreement 2024-467, which renews this collaboration and provides \$474,026 of match funding for fiscal year 2025.

BUDGET IMPACTS:

Up to \$474,026 revenue. The County will invoice BLS quarterly.

ATTENDANCE:

Jessica Jacks, Manager, Public Health



HEALTH SERVICES

REVIEWED
KR
LEGAL COUNSEL

INTERGOVERNMENTAL AGREEMENT
Agreement No. 2024-467

- 1. **EFFECTIVE DATE:** The effective date of this Agreement shall be **July 1, 2024**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when both Parties accept each other's completed performance or on **June 30, 2025**, whichever date occurs last.
- 2. **PARTIES:** Bend-La Pine Schools, a political subdivision of the State of Oregon, (hereinafter referred to as "BLS") and Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division (hereinafter referred to as "County"), collectively referred to as "Party" or "Parties".
- 3. **DESCRIPTION:**
Deschutes County Health Services (County) and Bend-La Pine Schools (BLS) recognizes the importance of student's health so they can learn effectively and thrive both now and in the future. Therefore, the Parties are leveraging this powerful community collaboration to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools. These PHSs serve as public health experts to administrators, staff and students of all ages as this model is fully implemented.

Collaboration between County and BLS incorporates a Whole School, Whole Community, Whole Child (WSCC) model, serving the needs of the whole child in the setting where they spend most of their time – their local school. Staff, family, and community engagement, training, and support will also be incorporated within this model as part of the PHSs work, thus complementing and enhancing existing systems.

As a mostly Tier I prevention and intervention, Healthy Schools focuses toward identification, education, and intervention on behalf of the whole child to support healthy school environments for optimal learning, personal well-being.

- A. Healthy Schools strategic plan and evaluation plan was completed in Fall of 2021. The Evaluation Plan includes agreed upon baseline and outcome data to drive continued and sustained program evaluation work. Both Parties agree to an evaluation plan that includes process and outcome objectives, measured annually, which ultimately demonstrate behavior change as a result of the intervention. Process objectives describe the activities/ services/ strategies that will be delivered as part of implementing the program. Process objectives, by their nature, are usually short-term and represent counts of something being done. Outcome objectives specify the intended effect of the program in the target population or end result of a program. The outcome objective focuses on what the target population(s) will know or will be able to do as a result of the program/activity. BLS will take necessary steps to support student data collection in agreement with the agreed upon Evaluation Plan. Whenever possible, existing tools and surveys such as the Oregon Student Healthy Survey will be utilized when available.
- B. Both Parties agree and will cause applicable staff/representatives to agree, to treat confidential information in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA") and the Federal Education Privacy Rights Act ("FERPA"), as appropriate.
- C. Personnel. PHSs will work directly with administrators, counselors, staff, parents and students in order to improve adolescent health, access to learning, reduce risk-taking behaviors, and improve school culture at a level that will produce cost savings and reduce social and financial burden to our community. Issues to be addressed may include adolescent suicide ideation, vaping, bullying, social media risks, tobacco and alcohol use, pregnancy, and sexually transmitted infections as well as other emerging risks and infectious diseases that may keep students away or disconnected with school, which increases the likelihood of negative consequences in adulthood. County and BLS designed the Healthy Schools concept together, acknowledging the needs of students and families, as well as each agency's strengths.

The full model of PHSs in BLS provides for six (6) staff, five (5) 1.0 FTE PHSs and one (1) 1.0 FTE County Health Services Supervisor. Each PHSs will serve one (1) school vertical alignment. Vertical alignment is defined by a High School, and its associated middle schools.

D. Services shall be provided without regard to race, color, 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 including, but not limited to, limited English language proficiency.

4. SCHOOL (BLS) RESPONSIBILITIES:

A. School shall designate a Point of Contact (POC) to provide ongoing communication and coordination with County designated staff.

B. School shall accommodate County at applicable BLS locations to allow County to provide services. "Accommodations" may include but not be limited to: a private room where County may consult with individual seeking services within BLS usual and customary business hours.

C. BLS shall provide the following:

- Sustainable matching funding: \$474,026 for Fiscal Year 2025
- Office space for Public Health Specialist staff at schools
- Access to buildings, during working hours, including Non-staff district ID badge
- Ability for Healthy Schools staff to conduct program evaluation, including data-collection tools agreed upon by district and County partners, and to access-level data related to the data collection, which includes but is not limited to student, staff and parent surveying
- A BLS non-staff e-mail account
- Inclusion on school site specific email distribution lists for schools served
- A point of contact at each school
- Members for Healthy Schools Steering and Operation Committee
- Identification as a School Affiliated Partner (KJA-AR) for the purpose of materials generated in support of the programs goals.
- Regular joint communication with internal and external entities

5. COUNTY RESPONSIBILITIES:

A. County shall designate a Point of Contact (POC) to provide ongoing communication and coordination with BLS designated representative.

B. Program services are voluntary and may be requested or declined (as applicable) by the individual seeking services and/or residing at School location.

C. County shall provide the following:

- Sustainable staffing and matching funding: \$474,026 for Fiscal Year 2025, six (6) staff, five (5) 1.0 FTE PHSs and one (1) 1.0 FTE County Health Services Supervisor
- Program staff supervision and evaluation
- Computers, cell phones and other equipment for Healthy Schools staff
- Office drop-in space at County buildings
- Primary point of contact
- Members for Healthy Schools Steering and Operation Committee
- Fiscal management of the program
- Comprehensive program evaluation
- Data tracking and program analysis
- Regular joint communication with internal and external entities

6. COMPENSATION:

The maximum compensation under this Agreement is **\$474,026** (detailed under "School Responsibilities" above). County shall invoice BLS on a quarterly basis, as agreed upon between the Parties. If this Agreement is to be amended, the amendment shall be agreed to by both Parties and made in writing. The amendment shall be signed by both Parties and fully executed before either Party performs work subject to the amendment.

7. TERMINATION:

Either Party may terminate this Agreement for any reason by providing a thirty (30) day written notice to the other Party.

8. INDEMNITY AND INSURANCE:

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify each other, their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of each other's or their officers, employees, contractors, or agents under this Agreement. No Party shall be liable to any other Party 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 rightful termination of this Agreement or any part hereof in accordance with its terms.

A. Each Party subject to this Agreement at that Parties' expense shall obtain and maintain insurance of the types and amounts described herein and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the Party performs under this Agreement. Insurance shall be in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to COUNTY.

COUNTY shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. If a Party to this Agreement is not in compliance with the insurance requirements, COUNTY may issue a stop work order (or the equivalent) until the insurance is in full force or COUNTY may, at COUNTY'S discretion, immediately terminate the Agreement. **The Insurance and Indemnification requirements as outlined in this Paragraph 8 may be satisfied through the Party's program of self-insurance, as applicable.**

B. Types and Amounts:

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

ii. PROFESSIONAL LIABILITY. Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than the following, as determined by COUNTY:

\$1,000,000/\$3,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

BLS COUNTY'S PROGRAM OF SELF-INSURANCE MAY SATISFY THE ABOVE STATED LIMITS

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

Bodily Injury, Death and Property Damage:

\$1,000,000/\$3,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

BLS COUNTY'S PROGRAM OF SELF-INSURANCE MAY SATISFY THE ABOVE STATED LIMITS

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

Bodily Injury, Death and Property Damage:

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

Applicable to:

BLS COUNTY NOT APPLICABLE

- v. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include **Deschutes County, BLS**, their officers, employees, agents and volunteers as Additional Insureds but only with respect to the Parties' activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- vi. **"TAIL COVERAGE"**. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Party shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of twenty-four (24) months following the later of: (1) the Parties' completion and COUNTY'S acceptance of all services required under this Agreement or, (2) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the Party elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty (24) month period described above, then Party may request and COUNTY may grant approval of the maximum "tail" coverage period reasonable available in the marketplace. If COUNTY approval is granted, Party shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- vii. **Certificates of Insurance.** COUNTY shall obtain from applicable Parties as determined above, a certificate(s) of insurance for all required insurance before the Party performs under this Agreement. The certificate(s) or an attached endorsement must specify: (1) all entities and individuals who are endorsed on the policy as Additional Insured and (2) for insurance on "claims made" basis, the extended reporting periods applicable to "tail" or continuous claims made coverage. Applicable Party shall immediately notify COUNTY of any change in insurance coverage.
- viii. **County shall not authorize any Party to begin work under the Agreement until the insurance is in full force.** Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce 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 Agreement as permitted by the Agreement provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Party to work under this Agreement when the County is aware that the Party is not in compliance with the insurance requirements.

9. PARTIES ARE INDEPENDENT:

Parties shall provide the services described in this Agreement under "Responsibilities". Each Party shall be deemed an independent contractor(s) for all purposes. Parties shall each be responsible for their own employees and agents, including without limitation supervision, pay, compensation, social security taxes and state and federal taxes.

10. PUBLICITY:

All public statements, whether written or verbal, regarding any services rendered under this Agreement shall be brought before each Party's Program Director, for review and approval

11. NON-ASSIGNABILITY:

No Party may assign its rights or assign or subcontract its obligations hereunder without the express written consent of the other Parties.

12. ACCESS TO RECORDS:

The Parties shall have access to such books, documents, papers and records of each other as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. Release of patient protected health information shall be in accordance with HIPAA, FERPA and any other applicable laws or regulations.

13. FEDERAL REQUIREMENTS:

Each Party agrees to abide by all applicable laws, regulations and policies relating to equal employment opportunity, non-discrimination in services and affirmative action. Without limiting the generality of the foregoing, the Parties agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996 and HIPAA Omnibus Rule of 2013; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659A, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

14. GOVERNING LAW:

The validity, construction, and interpretation of this Agreement, including the rights and duties of the Parties hereto, shall be governed by the laws of the State of Oregon.

15. SEVERABILITY:

Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, however, if any provision is deemed to be invalid or unenforceable for any reason, then the Agreement shall be ineffective as to that provision only, and the remainder shall continue in full force and effect.

16. CONFIDENTIALITY:

In connection with the performance of the Services, the Parties may receive from each other or otherwise have access to certain information that is required to be kept confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and FERPA. Each Party shall maintain confidentiality of information obtained pursuant to this Agreement as follows:

- A. Shall not use, release or disclose any information concerning any employee, client, applicant or person for any purpose not directly connected with the administration of each Parties' responsibilities under this Agreement except upon written consent of each Party, and if applicable, the employee, client, applicant or person.
- B. Not disclose PHI to any third party without the other Party's prior written consent, except as required by law. Each Party shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement.
- C. Not use or disclose PHI except as permitted by law.
- D. Implement appropriate safeguards to prevent unauthorized use or disclosure of PHI. Each Party shall ensure that its agents, employees, officers and subcontractors with access to records understand and comply with this confidentiality provision. Each Party shall cooperate with each other in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- E. Comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. Mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.

- G. Promptly report to the other Party any use or disclosure of PHI not permitted by this Agreement of which it becomes aware.
- H. Make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining Party's compliance with HIPAA.
- I. Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Party with respect to security and privacy of such information.
- J. Make PHI available to the other Party as necessary to satisfy the other Party's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- K. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party's obligations under 45 CFR 164.526.
- L. To the extent that a Party is to carry out one or more obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Party in the performance of such obligation(s).
- M. If a Party (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect a Party's books and records relating to the use and disclosure of PHI, the Party, to the extent it is not legally prohibited from so doing, shall promptly notify the other Party and cooperate with the other Party in connection with any reasonable and appropriate action the Parties deem necessary with respect to such PHI.
- N. If any part of a Party's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
 - i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of either Party, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to the other Party any security incident relating to the EPHI that either Party maintains.
- O. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- P. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

17. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Parties agree to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Parties will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven (7) business days after Party discovers such HIPAA Breach, unless the Party is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to the other Party, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to a Party or, by exercising reasonable diligence, would have been known to the Party. Parties will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Party. No later than seven (7) business days following a HIPAA Breach, Party shall provide the other Party with sufficient information to permit the other Party to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) a Party, the Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA

Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party regarding the HIPAA Breach, including but not limited to the information described herein.

D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Parties agree to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, a Party believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.

E. Breach Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the Party’s the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party’s breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

18. COUNTY CODE PROVISIONS:

Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.

19. NO WAIVER OF CLAIMS:

The failure by either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision or provisions of this Agreement.

20. MODIFICATION:

Any modification of the provisions of this Agreement shall not be effective unless and until the modifications are reduced to writing and signed by each Party.

21. INTEGRATION:

This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral discussions or contracts and all prior written discussions or contracts.

22. SB 675 (2015) REPRESENTATION AND COVENANT.

- A. Each Party represents and warrants that the Party has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Each Party covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Agreement.
- C. Each Party acknowledges that failure by the applicable Party to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before the Party has executed the Agreement or during the term of the Agreement is and will be deemed a default for which Deschutes County may terminate the Agreement and seek damages and/or other relief available under the terms of the Agreement or under applicable law.

23. 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 to Parties at the address or number set forth below. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

<u>To School District:</u>	<u>To County:</u>
Steve Cook, Superintendent	Heather Kaisner, Deputy Director
Bend-La Pine School District	Deschutes County Health Services
520 NW Wall Street	2577 NE Courtney Dr.
Bend, Oregon 97703	Bend, Oregon 97701
Phone No. 541-355-1001	Phone No. 541-322-7663
Fax No. 541-355-1009	Fax No. 541-322-7565
steve.cook@bend.k12.or.us	heather.kaisner@deschutes.org Cc: grace.evans@deschutes.org

24. REQUIRED FEDERAL TERMS AND CONDITIONS:

COUNTY and BLS shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the agreement for services determined and agreed to by and between the Parties. For the 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.

A. Miscellaneous Federal Provisions

All federal laws, regulations, and executive orders applicable to the Agreement or the delivery of Work. Without limiting the generality of the foregoing, County and BLS expressly agree 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, (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 and HIPAA Omnibus Rule of 2013, (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 federal law governing operation of Community Mental Health Programs, including without limitation, 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 USC 14402.

B. Equal Employment Opportunity

If this Agreement, including amendments, is for more than \$10,000, then all Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

C. Clean Air, Clean Water, EPA Regulations

If this Agreement, including amendments, exceeds \$100,000 then all Parties shall 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 contract, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, HHS and the appropriate Regional Office of the Environmental Protection Agency. All Parties shall 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.

D. Energy Efficiency

All Parties shall 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).

E. Truth in Lobbying

By signing this Agreement, the Parties certify under penalty of perjury that the following statements are true to the best of the Party's knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of applicable Party, 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 the United States Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any

federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- ii. 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 United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Party shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was place 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.
- iv. No part of any federal funds paid to BLS or Deschutes 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 or legislative body, except in presentation to 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, except in presentation to the executive branch of any state or local government.
- v. No part of any federal funds paid to BLS or Deschutes 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.
- vi. 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.
- vii. No part of any federal funds paid to BLS or Deschutes 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 or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

F. Resource and Conservation and Recovery.

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

G. Audits.

Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to contractors, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

H. Debarment and Suspension.

COUNTY shall not permit any person or entity to be a party to this Agreement 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. 12,549 and No. 12,689, “Debarment and Suspension”. (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and county’s declared ineligible under statutory authority other than Executive Order No. 12549.

I. Drug-Free Workplace

Each Party shall comply with the following provisions to maintain a drug-free workplace: (i) Each Party certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in the Party’s workplace or while providing services to OHA clients. Each Party’s notice shall specify the actions that will be taken by the Party against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, each Party’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through the implementation of subparagraphs (i) through (vi) above; (viii) Each Party shall comply with subparagraphs (i) through (vii) above; (ix) No Party, nor any employee, officer, or agent of the Party may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, “under the influence” means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable controlled substance, prescription or non-prescription medication that impairs the employee, officer, or agent in the performance of an essential job function or creates a direct threat to clients or to others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the Agreement.

J. Pro-Children Act

Each Party shall comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

K. Medicaid Services

Each Party shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et.seq., including without limitation:

- i. 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 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- ii. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- iii. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- iv. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Each Party shall acknowledge the Party’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.
- v. 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 USC § 1396a(a)(68).

L. ADA

Parties shall comply with Title II of the Americans with Disabilities Act (ADA) of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

M. Agency-Based Voter Registration

If applicable, Parties shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities to be offered where an individual may apply for or receive an application for public assistance.

N. Disclosure

- i. Parties shall comply with the provisions of 42 CFR 455.104 which 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 PO 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.
- ii. Parties shall comply with the provisions of 42 CFR 455.434 which requires as a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law. As such, a Provider must disclose any person with a 5% or greater direct or indirect ownership interest in the Provider 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 ten (10) years.
- iii. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Ave, SW
Cohen Building, Room 5527
Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the Provider, fiscal agent or managed care entity.

O. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- i. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- ii. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- iii. Agreement Provisions. The provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Agreement, are, to the extent applicable, obligations of the Party, and the Party shall also include these provisions in its contracts with non-Federal entities.

25. Covid19 Provisions

- A. Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. BLS cannot completely mitigate the transfer of communicable diseases like COVID-19. County understand there is some risk associated with using BLS facilities and assumes said risk. Use of BLS facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. County understand the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. County acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.
- B. Indemnification: In consideration for use of the BLS property, County agree to waive and discharge any and all claims against the BLS and release it from liability for any claim, demand, loss of any nature arising out of County’s alleged failure to follow the CDC, federal, state, or local orders regarding COVID-19. County also agree to release, exonerate, discharge and Hold Harmless the BLS, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, but not including attorney fees, arising out of injuries of any kind to County, or to its property, or losses of any kind which may result from or in connection with the use of the BLS’s facility, unless caused by the negligent actions of the BLS or its employees or agents, or in the case of COVID-19, if caused by the BLS’s failure to follow the CDC, federal, state, or local orders regarding COVID-19. County certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.
- C. Insurance: County understands that the BLS does not carry insurance for communicable diseases including Covid-19 and County is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from County’s activities and use of BLS facilities that are sustained by any communicable disease, including but not limited to, COVID-19.

26. ENTIRE AGREEMENT AND COUNTERPARTS.

This Agreement including any Exhibits and Attachments hereto, sets forth the entire understanding of the Parties, and, unless otherwise provided for herein, may not be modified except in writing signed by all Parties. This Agreement shall be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly appointed officers the first date written below.

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY DIRECTOR OF HEALTH
SERVICES

PATTI ADAIR, Chair

ANTHONY DeBONE , Vice Chair

PHIL CHANG , Commissioner

Signature: Leah Bibeau
Leah Bibeau (Jul 23, 2024 07:38 PDT)

Email: leah.bibeau@bend.k12.or.us

Title: Finance Director

Company: Bend - La Pine School District

DESCHUTES COUNTY DOCUMENT SUMMARY

This form is required to be submitted with all contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If this form is not included with the document, the document will be returned to the Department.

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

Date: July 16, 2024 **Department:** Health Services, Public Health Division

Document Number: 2024-467

Type of Document: Intergovernmental Agreement (e.g., grant*, IGA, services agreement)

If an amendment, which Document No. is being amended? _____

Starting Date: July 1, 2024

Ending Date: June 30, 2025

Contractor/Supplier/Consultant Name: Bend-La Pine Schools

Annual Value or Total Payment: \$474,026.

Purpose of Document: Deschutes County Health Services (County) and Bend-La Pine Schools (BLS) recognize the impact student’s health has on their ability to learn effectively and thrive both now and in the future. Therefore, the parties are leveraging this powerful community collaboration to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools. These PHSs serve as public health experts to administrators, counselors, staff, parents, and students to improve adolescent health, access to learning, reduce risk-taking behaviors, and improve school culture.

Collaboration between County and BLS incorporates a Whole School, Whole Community, Whole Child (WSCC) model, serving the needs of the whole child in the setting where they spend most of their time – their local school. Staff, family, and community engagement, training, and support will also be incorporated within this model as part of the PHSs work, thus complementing and enhancing existing systems.

The maximum compensation under this agreement is \$474,026 County shall invoice BLS on a quarterly basis, as agreed upon between the Parties.

Insurance certificate received (check box and add certificate to document or note N/A)
Insurance expiration date: N/A - County provides services Risk Mgmt review/date:

Contract initiation method:

- Not Applicable
- RFP, solicitation or bid process
- Informal quotes (<\$150K)
- Exempt from RFP, solicitation or bid process (specify below – see DCC §2.37)

Does this contract or agreement require payment to a vendor? Yes No

If **Yes**, is the vendor registered in Munis? Yes N/A

*if a grant, see signature authority section on next page

Funding Source: Included in current budget? Yes N/A

Cost Center/Project String: _____

If **No**, is a budget amendment required? Yes N/A

Departmental Contact and Title: Jessica Jacks, Program Manager
Phone #: 541-330-4632

Deputy Director Approval:

Signature: *Holly Harris*
Holly Harris (Jul 23, 2024 09:21 PDT)
Email: holly.harris@deschutes.org
Title: Behavioral Health Director
Company: Deschutes County Behavioral Health

Director Approval:

Signature: *Janice Garceau*
Janice Garceau (Jul 23, 2024 09:34 PDT)
Email: janice.garceau@deschutes.org
Title: Director
Company: Deschutes County Health Services

Distribution of Document: Grace Justice Evans, Health Services

Official Review:

County signature required (check one):

- BOCC (more than \$250,000) – BOARD AGENDA Item
- County Administrator (up to \$250,000)
- Department Head/Director (up to \$50,000)

For grants, signature required (check one):

- BOCC (more than \$50,000) – BOARD AGENDA Item
- County Administrator (up to \$50,000 if no match required and no new staff hired)
- Department Director (up to \$10,000 if no match required and no new staff hired)

Legal Review

Signature: *Kimberly Riley*
Kimberly Riley (Jul 15, 2024 14:06 PDT)
Email: kim.riley@deschutes.org
Title: Assistant Legal Counsel
Company: Deschutes County



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August, 7, 2024

SUBJECT: Acceptance of Oregon Health grant agreement PO-44300-00026008-4

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2024-607, amending a grant agreement with the Oregon Health Authority to accept jail diversion funding.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services (DCHS) is seeking approval from the Board of County Commissioners to accept \$401,779 from the Oregon Health Authority (OHA) for deflection programming.

House Bill (HB) 5204 from the 2024 Legislative Session authorized a one-time distribution of \$9,825,000 for deflection programming. OHA has worked with the Legislative Fiscal Office and the bill's sponsor to determine that that the funds can be distributed through Service Element (SE) 09 with no changes to the language of the service element. The primary intention of the funds is to support coordination with the Criminal Justice Commission (CJC) as they prepare for ongoing funding for a diversion program as outlined in HB 4002.

Funding from this grant can be used to hire a deflection coordinator for the deflection program or for expenses related to activities normally paid under SE 09, listed below:

1. Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
2. Create opportunities for individuals to access housing in addition to vocational and educational services;
3. Provide support services to prevent or curtail relapses and other crises;
4. Assist individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
5. Promote peer support and the social inclusion of individuals who have or are in recovery from mental and substance use disorders in the community.

DCHS intends to use the funding to support existing operations in the Forensic Diversion Program.

BUDGET IMPACTS:

\$401,779 revenue for the term July 1, 2024 through June 30, 2025.

ATTENDANCE:

Holly Harris, Behavioral Health Director
Nicole Von Laven, Behavioral Health Program Manager

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@odhsoha.oregon.gov or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT # PO-44300-00026008

**FOURTH AMENDMENT TO
 OREGON HEALTH AUTHORITY
 2024-2025 INTERGOVERNMENTAL AGREEMENT
 FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
 RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This Fourth Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award is hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

6. Signatures.

Deschutes County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Joseph M. Callahan, Assistant Attorney General on March 19, 2024; email in Agreement file.

ATTACHMENT 1

**EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0863

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2024-2025													
9	806	NI JAIL DIVERSION	NIJAIL	7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$401,778.86	\$0.00	C	1	N		1
TOTAL FOR SE# 9							\$401,778.86	\$0.00					
TOTAL FOR 2024-2025							\$401,778.86	\$0.00					
TOTAL FOR M0863 026008							\$401,778.86	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 06/12/2024

Contract#: 026008
REF#: 006

REASON FOR FAAA (for information only):

Jail Diversion Services (MHS 09) funds have been awarded per HB 5204 Section 11 from the 2024 Legislative Session

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0863 1 The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Agreement become executed.

Confidential

CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: PO-44300-00026008-4-4

Legal name *(tax filing)*: Deschutes County Oregon

DBA name *(if applicable)*: Deschutes County Health Services

Billing address: 2577 NE Courtney Drive

City: Bend OR 97701

Phone: 541-322-7500

FEIN: 93-6002292

- OR -

SSN: _____

Certificate Of Completion

Envelope Id: D1F4C3B5FC944FAEB5F3E85B92DB08A8

Status: Sent

Subject: 026008-4 Deschutes County Amendment #4

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Larry Briggs

AutoNav: Enabled

Larry.O.Briggs@odhsoha.oregon.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.106.2

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Larry Briggs

Location: DocuSign

6/24/2024 6:57:49 PM

Larry.O.Briggs@odhsoha.oregon.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Oregon Health Authority - CLM Location: DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jon Collins

jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ebony Clarke

ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 9/22/2021 9:13:25 AM

ID: 1c2f1b1a-bce9-4e77-a9ac-00927d21eb03

Sent: 6/24/2024 7:00:15 PM

Viewed: 6/25/2024 4:30:38 PM

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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HSD In
HSD.Contracts@odhsoha.oregon.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shawn Kintner
shawn.kintner@oha.oregon.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/24/2024 7:00:15 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Oregon Health Authority - CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mick.j.mitchell@dhsoha.state.or.us

To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Oregon Health Authority - CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.mitchell@dhsoha.state.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mick.j.mitchell@dhsosha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August, 7, 2024

SUBJECT: Acceptance of State of Oregon DAS HB 5204 Grant

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2024-622, accepting a grant from Oregon Department of Administrative Services to support the Stabilization Center.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services seeks authorization to accept a \$1,500,000 grant from the State of Oregon Department of Administrative Services.

In its 2024 session, the Oregon legislature passed an amendment to House Bill 5204. Section 36 (7) of the bill authorizes a \$1,500,000 appropriation to Deschutes County Health Services to support the County’s Stabilization Center. This one-time funding is to be used to support clinical and administration operations of the Stabilization Center; up to \$150,000 can be used for indirect costs. The term of the funding is through June 30, 2025.

BUDGET IMPACTS:

\$1,500,000 revenue for fiscal year 2025.

ATTENDANCE:

Holly Harris, Behavioral Health Director
Nicole Von Laven, Behavioral Health Program Manager

GRANT AGREEMENT

Title: House Bill 5204 (2024 Regular Session) General Fund Grant

Agreement Number: 107-2024-5204-07

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services (“DAS” or “State”), and Deschutes County Community Mental Health Program (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on June 30, 2025 (the “Expiration Date”). **Certain terms of the Agreement survive its termination or expiration as set forth in Section 8.K below.**

Pursuant to the Oregon Laws 2024, chapter 71, section 36(7) (the “Authorization”), the Oregon Legislature appropriated \$1,500,000 from the General Fund for a grant to Recipient to support the Deschutes County Stabilization Center.

SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in the amount of \$1,500,000.

Conditions Precedent. DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

SECTION 2 – DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

SECTION 3 - USE OF GRANT

- A. Use of Grant Moneys. Recipient shall use the Grant to support the Deschutes County Stabilization Center for clinical and administrative operations that may include staff to provide services as well as associated administrative costs (“the Project”).
- B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

- A. Organization and Authority.
 - (1) Recipient is a county validly organized and existing under the laws of the State of Oregon.

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.
 - (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body.
 - (4) This Agreement has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement.
- D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement and Recipient’s use of the Grant funds.
 - 1. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, “PWR”). If applicable, Recipient shall:
 - a. comply with PWR, require its contractors and subcontractors to pay the applicable PWR and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

2. Recipient represents and warrants that it is not on the BOLI current [List of Contractors Ineligible to Receive Public Works Contracts](#) and that it will not contract with any contractor on this list.
3. Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

C. Quarterly Progress Reports. Recipient must submit to DAS (ATTN: CFO.Grants@das.oregon.gov) and the Oregon Health Authority (ATTN: OHA.BHITeam@oha.oregon.gov) quarterly progress reports (each a “Progress Report”) until Grant funds are fully expended. A Progress Report for each calendar quarter is due within 15 days of the quarter’s end (that is, no later than each of January 15, April 15, July 15 and October 15). Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. While DAS will provide Recipient a report template that requires Recipient to submit the information listed below, Recipient may provide additional information that it deems relevant as well.

1. Project summary
2. Summary of progress
3. Barriers to project deliverables
4. Plan to overcome barriers
5. Accomplishments
6. Expenditures
7. Risk and issue history
8. Conclusions/Recommendations

- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Contribution.
- 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and

meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.

- B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating DAS’s commitment and obligation to make the Grant.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Agreement will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of DAS. DAS may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to attorneys’ fees of DAS’s counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement. For the avoidance of doubt, nothing in this Section 8.B(4) prevents Recipient from distributing Grant funds to contractors or subgrantees for the Project purposes described in Section 3.A.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) DAS makes no warranty or representation.
- (2) In no event are DAS or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system or 2) the recipient’s confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS: Oregon Department of Administrative Services
ATTN: Khela Singer, Grant Coordinator
155 Cottage St. NE
Salem OR 97301
CFO.Grants@das.oregon.gov

If to Recipient: Deschutes County Community Mental Health Program
ATTN: Holly Harris
63311 NE Jamison Street
Bend, OR 97703
holly.harris@deschutes.us

- E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys’ Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys’ fees and costs at trial and on appeal. Reasonable attorneys’ fees cannot exceed the rate charged to DAS by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Agreement (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

K. Survival. The following provisions survive expiration or termination of this Agreement: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K. Moreover, unless this Agreement is terminated pursuant to Section 7.A., Recipient may continue using the Grant funds to complete the Project beyond the Expiration Date.

L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Department of Administrative Services

RECIPIENT
Deschutes County Community Mental Health Program

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Sam Zeigler, Assistant Attorney General, via email dated June 12, 2024



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 7, 2024

SUBJECT: Application for a COHC Community Health Projects grant

RECOMMENDED MOTION:

Move approval of an application for a COHC Community Health Projects grant to create Summer Hazard Health and Safety Kits.

BACKGROUND AND POLICY IMPLICATIONS:

Central Oregon Health Council (COHC) is accepting applications for its 2024 Community Health Projects grant. Projects must address social determinants of health and health equity and be community-level interventions focused on improving community health and well-being and reducing health disparities. Special consideration will be given to projects that:

- Provide basic needs like food, water, shelter, clothing, and hygiene products
- Prioritize people from communities experiencing health disparities
- Meet the characteristic needs of the people being served
- Serve rural communities
- Locally focused
- Promote equitable access to preventative programs for marginalized communities

Projects must be community specific and locally based with a minimum request of \$100,000.

In Deschutes County, threats such as extreme heat and severe smoke are common seasonal hazards which greatly affect individuals who do not have adequate shelter and/or cooling. A common public health emergency response during extreme heat and smoke events is to coordinate cooling centers and cleaner air centers as physical spaces where people can get respite. One of the challenges with this approach is that it relies on the ability of people to travel to the center, and this can be a barrier for many individuals such as home-bound older adults or people experiencing homelessness. Previously, Public Health Emergency Preparedness launched a pilot project to distribute heat stress kits throughout Deschutes County, and the initial response was very positive. Based on a request survey to community partners we received over 1,300 requests and only had 500 kits to give away.

Deschutes County Health Services is requesting approval to apply for the COHC 2024 Community Health Projects grant in the amount of \$150,000. The term of the funding is January 2025 through October 2029.

If awarded, DCHS intends to use \$121,101 of the funding to create Summer Hazard Health and Safety Kits. Each kit will include a water bottle, electrolyte packet, sunscreen, lip balm, cooling towel, Mylar blanket, cold pack, misting fan and batteries, N95 mask, and educational booklet on signs and symptoms of heat/smoke-related illness. The items will be placed in a Deschutes County Public Health branded drawstring bag. The bags will be distributed during summer months to community partner organizations that serve people experiencing houselessness, older adults, and individuals without access to adequate cooling.

The remaining \$28,899 of the funding will support a .04 FTE Management Analyst. COHC does not fund indirect costs.

BUDGET IMPACTS:

\$150,000 revenue

ATTENDANCE:

Emily Horton, Manager, Public Health Program
Carissa Heinige, Public Health Emergency Preparedness Coordinator



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 7, 2024

SUBJECT: Accept OHA Reproductive Health Services Modernization Grant

RECOMMENDED MOTION:

Move approval to accept a Reproductive Health Services Modernization Grant from the Oregon Health Authority and authorize the County Administrator to sign Document No. 2024-694, an intergovernmental agreement accepting the grant.

BACKGROUND AND POLICY IMPLICATIONS:

In April 2024, the Board of County Commissioners (BOCC) gave Deschutes County Health Services (DCHS) approval to apply for a \$100,000 Oregon Health Authority (OHA) Reproductive Health (RH) Modernization grant. OHA has awarded DCHS \$125,000 of funding (\$25,000 more than the amount applied for). The term of the grant is April 1, 2024, through June 30, 2025. DCHS is requesting BOCC approval to accept this funding.

The purpose of the modernization funding is to help fill the gaps and offset costs associated with providing high quality, culturally responsive reproductive health services. Funding from this grant must be used for the purpose of ensuring access to reproductive health services; acceptable uses include salaries, training, translation/ interpretation services, clinic equipment, and costs associated with maintaining a clinic site.

DCHS intends to use the \$125,000 funding in fiscal year 2025 as follows:

- \$108,696 to support clinicians' salaries
- \$16,304 for indirect expenses

BUDGET IMPACTS:

\$125,000 revenue

ATTENDANCE:

Anne Kilty, Manager, Public Health Program