



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, SEPTEMBER 6, 2023

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

### AGENDA

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

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

**Citizen Input:** The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing [citizeninput@deschutes.org](mailto: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/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*6 to indicate you would like to speak and \*9 to unmute yourself when you are called on.



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, call (541) 388-6572 or email [brenda.fritsvold@deschutes.org](mailto: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](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734.

## CONSENT AGENDA

1. Approval of Board Order No. 2023-017, vacating a portion of Schibel Road
2. Approval of Document No. 2023-821, a Right of Way Dedication Deed for a Portion of Schibel Road
3. Consideration of Board Signature on letters thanking Art Sharkey and appointing Amy Varner and Eva Wild, for service on the Four Rivers Vector Control District Board
4. Consideration of Board Signature on letter appointing Jennifer Letz to the Bicycle and Pedestrian Advisory Committee
5. Consideration of Board Signature on letters thanking Ann Marland and Scott Morgan for their service on the Bicycle and Pedestrian Advisory Committee
6. Approval of minutes of the BOCC July 26 and August 7, 2023 meetings

## ACTION ITEMS

7. **9:10 AM** Contract with Bend-La Pine School District and Mosaic Community Health for the School-Based Health Center at Bend High School
8. **9:20 AM** Contract with Bend-La Pine School District and Mosaic Community Health for the School-Based Health Center at Mountain View High School
9. **9:30 AM** Presentation: Deschutes County Broadband Needs Assessment Report
10. **10:00 AM** SB 1013 Overview / Residential Tenancies in RVs

## **OTHER ITEMS**

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

## **EXECUTIVE SESSION**

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

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

11. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

## **ADJOURN**



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 6, 2023

SUBJECT: Approval of Board Order No. 2023-017, vacating a portion of Schibel Road

RECOMMENDED MOTION:

Move approval of Board Signature of Order No. 2023-017.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Road Department received a petition to vacate a portion of Schibel Road in Section 05 of Township 17S, Range 12E, W.M. As the petition for vacation did not include acknowledged signatures of owners of 100 percent of property abutting the proposed vacation area, a public hearing was held regarding the matter on August 9, 2023, and the hearing was continued to August 16, 2023.

On August 23, 2023, the Board of County Commissioners deliberated on the matter and determined that the proposed vacation was in the public interest subject to a right of way dedication by the owners of Tax Lot 171205B001800 for the as-travelled northerly alignment of Schibel Road. The owners of Tax Lot 171205B001800 have executed and submitted an acceptable right of way dedication deed that the Board will consider concurrently with Order No. 2023-017.

Adoption of Order No. 2023-017 will vacate the portion of Schibel Road described in the order, vesting the subject property with the rightful owners holding title according to law pursuant to ORS 368.366(1)(c).

BUDGET IMPACTS:

None

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Vacating a Portion of Schibel Road \* ORDER NO. 2023-017  
in Deschutes County, Oregon \*

WHEREAS, proceedings for vacating the portion of the right of way for Schibel Road described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein, were initiated by the Board of County Commissioners pursuant to ORS 368.341 upon the owners of property abutting said portion of Schibel Road filing a petition, attached hereto as Exhibit "C" and by this reference incorporated herein; and

WHEREAS, said petition contains the acknowledged signatures of owners of more than sixty percent of property abutting said portion of the right of way for Schibel Road and indicates said owners' approval of vacation; and

WHEREAS, upon request by the Board of County Commissioners, the County Engineer, on behalf of the County Road Official, has prepared and filed with the Board a written report, attached hereto as Exhibit "D" and by this reference incorporated herein, concerning the proposed vacation pursuant to ORS 368.346(1); and

WHEREAS, said report contains the County Engineer's assessment that the proposed vacation is in the public interest; and

WHEREAS, a hearing before the Board of County Commissioners was held on Wednesday, August 9, 2023, and continued to Wednesday, August 16, 2023, in the Barnes and Sawyer Rooms of the Deschutes County Services Center, 1300 NW Wall Street, Bend, Oregon 97701, for consideration of the matter; now, therefore,

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

Section 1. That vacation of the property described in the attached Exhibit "A" and depicted in the attached Exhibit "B" is in the public interest.

Section 2. That the property described in the attached Exhibit "A" and depicted in the attached Exhibit "B" is hereby vacated.

Section 3. That the property vacated in Section 2 herein shall vest with the rightful owner or owners holding title according to law in accordance with ORS 368.366(1)(c).

Section 4. That the Deschutes County Surveyor is directed to mark the plat as provided in ORS 271.230.

Section 5. That this Order shall be recorded with the Deschutes County Clerk, and that copies shall be filed with the Deschutes County Surveyor and County Assessor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

**EXHIBIT A  
SCHIBEL ROAD – VACATION**

A STRIP OF LAND BEING 60.00 FEET WIDE, 30.00 FEET ON EACH SIDE OF CENTERLINE (WHEN MEASURED AT RIGHT ANGLES) LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (SE 1/4, SW 1/4, NW 1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4, SW 1/4), ALL IN SECTION 5, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE CENTER WEST ONE-SIXTEENTH CORNER OF SAID SECTION 5 BEARS NORTH 34°42'51" EAST, 51.73 FEET, THENCE NORTH 00°43'51" WEST, 161.76 FEET; THENCE SOUTH 88°32'18" WEST, 76.94 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°54'37", AN ARC LENGTH OF 88.54 FEET (THE CHORD OF WHICH BEARS SOUTH 80°05'00" WEST, 88.22 FEET); THENCE SOUTH 71°37'41" WEST, 39.52 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 65°21'54", AN ARC LENGTH OF 125.49 FEET (THE CHORD OF WHICH BEARS NORTH 75°41'22" WEST, 118.80 FEET); THENCE NORTH 43°00'25" WEST, 81.60 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°07'12", AN ARC LENGTH OF 195.77 FEET (THE CHORD OF WHICH BEARS NORTH 02°56'49" WEST, 180.21 FEET); THENCE NORTH 37°06'47" EAST, 125.37 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°17'49", AN ARC LENGTH OF 142.93 FEET (THE CHORD OF WHICH BEARS NORTH 50°45'42" EAST, 141.58 FEET); THENCE NORTH 64°24'36" EAST, 40.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 48°27'11", AN ARC LENGTH OF 126.85 FEET (THE CHORD OF WHICH BEARS NORTH 40°11'00" EAST, 123.10 FEET) TO A POINT ON THE ONE-SIXTYFORTH LINE AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION, THE SIDELINES ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE AT SAID ONE-SIXTYFORTH LINE AND AT THE SOUTH LINE OF TAX LOT 171205B001800.

TOGETHER WITH THE FOLLOWING DESCRIBED STRIP OF LAND BEING 60.00 FEET WIDE, 30.00 FEET ON EACH SIDE OF CENTERLINE (WHEN MEASURED AT RIGHT ANGLES) WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH-SOUTH CENTERLINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 FROM WHICH THE CENTER WEST ONE-SIXTEENTH CORNER BEARS SOUTH 00°43'51" EAST, 536.04 FEET, THENCE NORTH 83°16'31" WEST, 147.04 FEET TO THE SIDELINE OF THE ABOVE DESCRIBED STRIP OF LAND AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION, THE SIDELINES ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE AT SAID SIDELINE OF THE ABOVE DESCRIBED STRIP OF LAND AND AT SAID NORTH-SOUTH CENTERLINE OF THE NORTHWEST QUARTER.

THIS LEGAL DESCRIPTION AND EXHIBIT MAP ARE BASED ON COUNTY SURVEY NO. 11789.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Brian W. Reeves*  
OREGON  
JULY 19, 1994  
BRIAN W. REEVES  
2677  
RENEWAL DATE 12-31-2024

# 'EXHIBIT B' SCHIBEL ROAD VACATION

LOCATED IN THE SW 1/4, NW 1/4 AND THE NW 1/4,  
SW 1/4 OF SECTION 5, T. 17 S., R. 12 E., W. M.

S-N 1/64 LINE N89°58'42"W 795.52'

102.86'

HOLLYHOCK 1994 LIVING TRUST  
64245 SCHIBEL ROAD  
TAX LOT 171205B001901

PORTION OF SCHIBEL ROAD  
TO BE VACATED

JEFF AND KATHY GATES  
64227 SCHIBEL ROAD  
TAX LOT 171205B001800

LEGAL DESCRIPTION AND EXHIBIT MAP  
ARE BASED ON COUNTY SURVEY NO. 11789

N-S CENTERLINE OF NW 1/4  
S00°43'51"E 536.04'

CW 1/16 CORNER  
SECTION 5  
T17S, R12E, W.M.



SCALE 1" = 100'

E-W CENTER 1/4 LINE

P.O.B. OF 60' WIDE  
EASEMENT BEARS  
S34°42'51"W, 51.73'  
FROM CW 1/16 CORNER

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 19, 1994  
BRIAN W. REEVES  
2677

RENEWAL DATE: 12-31-2022

CURVE TABLE

| CURVE | LENGTH  | RADIUS  | DELTA     | BEARING     | CHORD   |
|-------|---------|---------|-----------|-------------|---------|
| C1    | 88.54'  | 300.00' | 16°54'37" | S80°05'00"W | 88.22'  |
| C2    | 125.49' | 110.00' | 65°21'54" | N75°41'22"W | 118.80' |
| C3    | 195.77' | 140.00' | 80°07'12" | N02°56'49"W | 180.21' |
| C4    | 142.93' | 300.00' | 27°17'49" | N50°45'42"E | 141.58' |
| C5    | 126.85' | 150.00' | 48°27'11" | N40°11'00"E | 123.10' |



PETITION FOR VACATION OF A PUBLIC ROAD

TO: THE DESCHUTES COUNTY BOARD OF COMMISSIONERS

We, the undersigned (holding recorded interest or abutting the proposed property or owning improvements constructed on the proposed property for vacation), respectfully request the following described road be vacated.

Description of road to be vacated: See Attached Survey

Located in Schibel Rd Bend, Deschutes County.

Reason for road vacation request: \_\_\_\_\_

DATED this 29 day of July, 2022.

| PRINT NAME                        | SIGNATURE              | ADDRESS              | CITY        | STATE     | ZIP          |
|-----------------------------------|------------------------|----------------------|-------------|-----------|--------------|
| <u>Hollyhock Living Trust</u>     | <u>Marlene Wheeler</u> | <u>64245 Schibel</u> | <u>Bend</u> | <u>OR</u> | <u>97703</u> |
| <u>TERRY RENNIE TRUST</u>         | <u>[Signature]</u>     | <u>64245 Schibel</u> | <u>Bend</u> | <u>OR</u> | <u>97703</u> |
| <u>Hollyhock Survivor's TRUST</u> | <u>Marlene Wheeler</u> | <u>64225 Schibel</u> | <u>Bend</u> | <u>OR</u> | <u>97703</u> |

STATE OF OREGON )  
County of Deschutes ) ss.

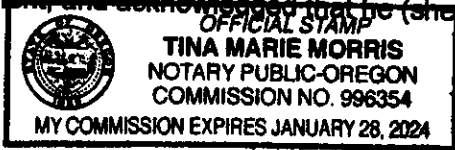
On this 29 day of July, in the year 2022, before me, a Notary Public, personally appeared Marlene Wheeler Rennie personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
Tina Marie Morris  
Notary Public for Oregon.  
My Commission expires: 01/28/2024



STATE OF OREGON )  
County of Deschutes ) ss.

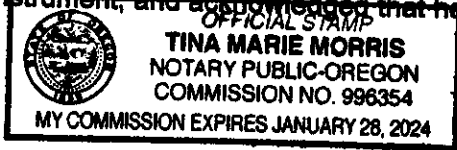
On this 29th day of JULY, in the year 2022, before me, a Notary Public, personally appeared TERRY A. Rennie personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.



WITNESS my hand and official seal  
Tina Marie Morris  
Notary Public for Oregon.  
My Commission expires: 01/28/2024

STATE OF OREGON )  
County of Deschutes ) ss.

On this 29th day of JULY, in the year 2022, before me, a Notary Public, personally appeared Marlene Wheeler Rennie personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.



WITNESS my hand and official seal  
Tina Marie Morris  
Notary Public for Oregon.  
My Commission expires: 01/28/2024

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: \_\_\_\_\_

I CERTIFY THAT THIS IS THE TRUE AND ORIGINAL PETITION CIRCULATED BY ME.

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PETITION FOR VACATION OF A PUBLIC ROAD

TO: THE DESCHUTES COUNTY BOARD OF COMMISSIONERS

We, the undersigned (holding recorded interest or abutting the proposed property or owning improvements constructed on the proposed property for vacation), respectfully request the following described road be vacated.

Description of road to be vacated: See attached

Located in \_\_\_\_\_, Deschutes County.

Reason for road vacation request: See attached

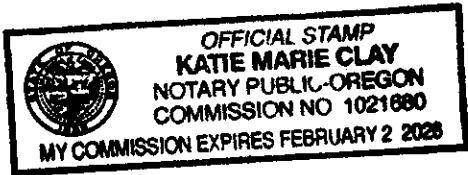
DATED this 29 day of July, 2022.

| PRINT NAME             | SIGNATURE            | ADDRESS                   | CITY  | STATE | ZIP   |
|------------------------|----------------------|---------------------------|-------|-------|-------|
| Kathryn Gates, Trustee | <i>Kathryn Gates</i> | Trustee 64227 Schibel Rd, | Bend, | OR    | 97703 |
| Jeffrey Gates, Trustee | <i>Jeffrey Gates</i> | Trustee 64227 Schibel Rd, | Bend, | OR    | 97703 |
| _____                  | _____                | _____                     | _____ | _____ | _____ |
| _____                  | _____                | _____                     | _____ | _____ | _____ |
| _____                  | _____                | _____                     | _____ | _____ | _____ |

STATE OF OREGON )  
County of Deschutes ) ss.

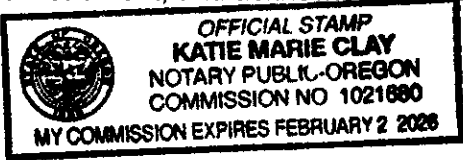
On this 29 day of July, in the year 2022 before me, a Notary Public, personally appeared Kathryn Gates, Trustee of the Jeffrey & Kathryn Gates Rev LIV Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
Notary Public for Oregon.  
My Commission expires: 2/2/2026



STATE OF OREGON )  
County of Deschutes ) ss.

On this 29 day of July, in the year 2022, before me, a Notary Public, personally appeared Jeffrey Gates, Trustee of the Jeffrey & Kathryn Gates Rev LIV Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.



WITNESS my hand and official seal  
\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: 2/2/2026

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: \_\_\_\_\_

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: \_\_\_\_\_

I CERTIFY THAT THIS IS THE TRUE AND ORIGINAL PETITION CIRCULATED BY ME.

Kathryn J. Gates  
SIGNATURE

64227 Schibel Rd  
ADDRESS

TELEPHONE: 541-815-9608

**Reason for Vacating the southern portion of Schibel Rd**

**1-Invalid Dedication due to Restrictions and Reservations-**

Septic was installed & permitted by Deschutes County in 1980, repaired and permitted by Deschutes County in 1991.

The Deed of Dedication was accepted in 1994 by Deschutes County. The 60foot width encroaches upon the septic system, that was approved by Deschutes County.

**2-Reduces property values of the 3 tax lots requesting this Vacation, which is 75% of the owners.**

**3-Decades old trees and landscaping would be lost.**

**4-Since 1994, the county has never used, improved, nor plowed this road to our knowledge. Not once that we know of has the county plowed the snow during the major snowstorms of 2017 & 2019.**

**5-The southern portion of the road that is requested to be vacated has not been used by the general public and has only been used as access and a driveway for tax lots 1800 and 1901.**

**6-Traffic will increase, and no traffic study has been done that we know of.**

**7-Safety of the young children living on Schibel Road is a concern of the parents and neighbors**

**8-It is not in the General Public's best interest.**

**9-Induced to sign the dedication under false pretenses. We were told we could remove the southern portion of the dedication with a "single item deletion"**

**10-Tax lot 100 to the south will not suffer loss of access as the site address of 64145 Old Bend Redmond Hwy is permitted, approved and installed.**

**VACATION LOSS OF ACCESS CONSENT FORM**

We, the undersigned, are the owners of Tax Lot 171205B001901 in Deschutes County, Oregon. The proposed road vacation of a portion of Schibel Road will deprive us of access to a public road necessary for the exercise of our recorded property right.

According to Oregon Revised Statutes 368.331:

*368.331 Limitation on use of vacation proceedings to eliminate access. A county governing body shall not vacate public lands under ORS 368.326 to 368.366 if the vacation would deprive an owner of a recorded property right of access necessary for the exercise of that property right unless the county governing body has the consent of the owner.*

We hereby give the Board of County Commissioners of Deschutes County, Oregon consent to proceed with the proposed road vacation of a portion of Schibel Road.

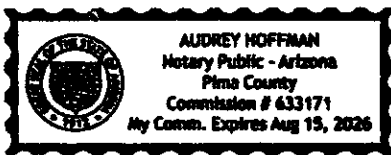
DATED this 27 day of FEBRUARY, 2023.

Marlene S Wheeler  
Marlene S Wheeler, Owner as Trustee  
Hollyhock 1994 Living Trust,

Terry A Rennie, Owner

STATE OF ~~OREGON~~ <sup>AH</sup> ARIZONA )  
County of ~~Deschutes~~ <sup>AH</sup> PIMA ) SS.

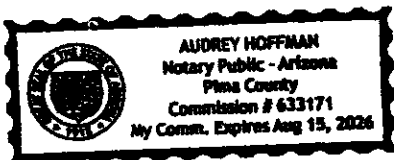
The foregoing instrument was acknowledged before me by Marlene S. Wheeler this 27 day of FEBRUARY, 2023.



Terry A Rennie  
NOTARY PUBLIC FOR ~~OREGON~~ <sup>AH</sup> ARIZONA  
MY COMMISSION EXPIRES: 08/15/26

STATE OF ~~OREGON~~ <sup>AH</sup> ARIZONA )  
County of ~~Deschutes~~ <sup>AH</sup> PIMA ) SS.

The foregoing instrument was acknowledged before me by Terry A. Rennie this 27 day of FEBRUARY, 2023.



Terry A Rennie  
NOTARY PUBLIC FOR ~~OREGON~~ <sup>AH</sup> ARIZONA  
MY COMMISSION EXPIRES: 08/15/26



MEMORANDUM

TO: Board of County Commissioners

FROM: Cody Smith, County Engineer/Assistant Road Department Director

DATE: July 14, 2023

SUBJECT: **Road Official's Report**  
**Vacation of a Portion of Schibel Road in Section 05, Township 17S, Range 12E, W.M.**

**Background:**

Deschutes County Road Department has received a petition to vacate a portion of Schibel Road in Section 05 of Township 17S, Range 12E, W.M.. The Petitioners, who are owners of abutting or underlying property to the proposed vacation area, are:

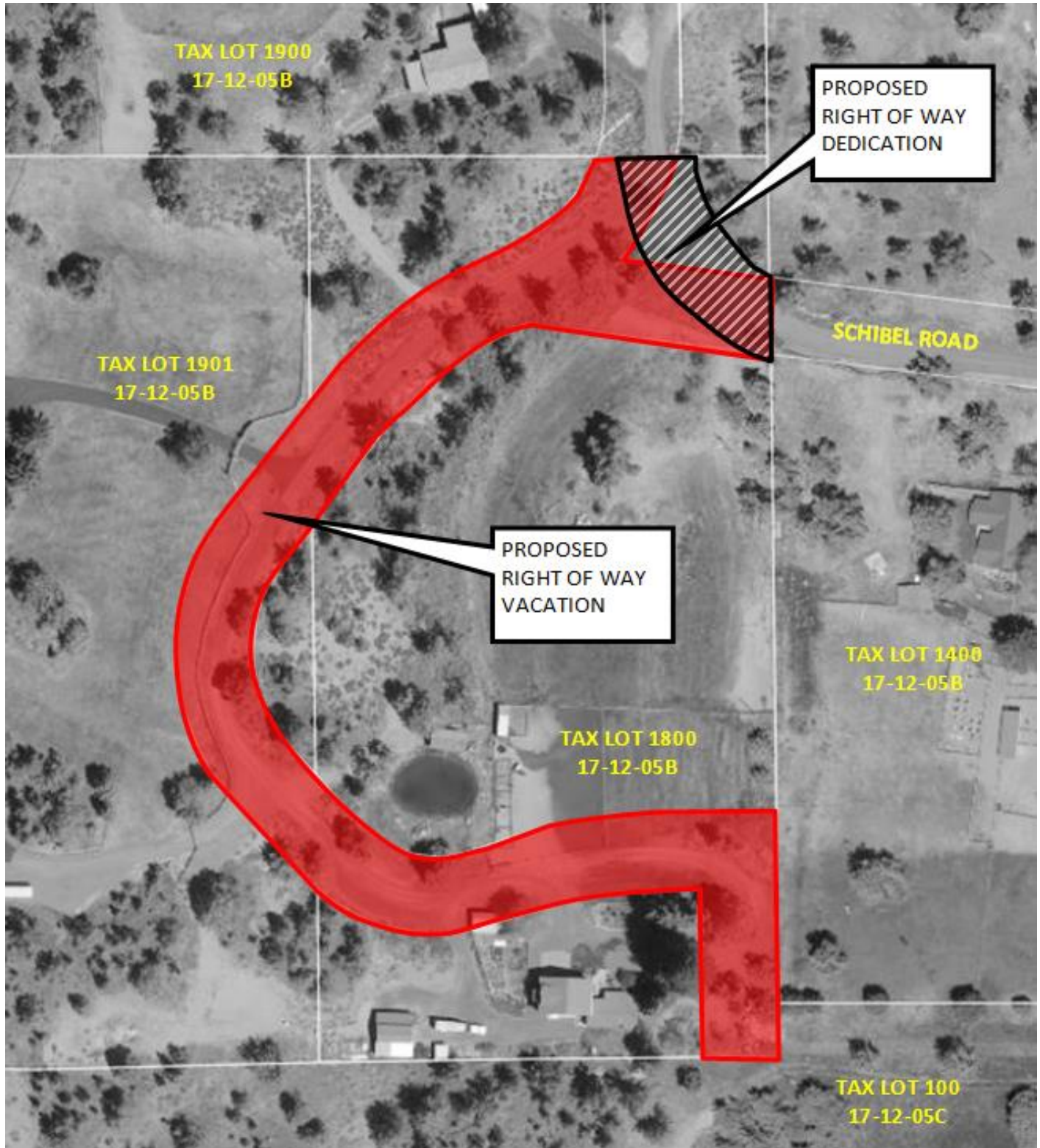
- Jeffrey and Kathryn Gates, owners of Tax Lot 1800 on Assessor's Map 17-12-05B (Chief Petitioner);
- Marlene Wheeler Rennie, owner of Tax Lot 1901 and joint owner of Tax Lot 1400 on Assessor's Map 17-12-05B; and
- Terry A. Rennie, joint owner of Tax Lot 1400 on Assessor's Map 17-12-05B.

The following individuals are owners of abutting or underlying property to the proposed vacation area who are not Petitioners to the proposed vacation:

- Carl Elwyn Owens III, owner of Tax Lot 1900 on Assessor's Map 17-12-05B; and
- John Kevin O'Leary, owner of Tax Lot 100 on Assessor's Map 17-12-05C.

Schibel Road is a local access road that is not maintained by Deschutes County. From Old Bend Redmond Highway, Schibel Road proceeds west; approximately 1,240 ft. west of Old Bend Redmond Highway (within the boundaries of Tax Lot 1800), Schibel Road branches into two alignments, one alignment bearing north and one alignment bearing southwest. The northerly alignment across Tax Lot 1800 presently does not coincide with the established right of way. The subject right of way proposed for vacation includes the entirety of the right of way lying within the boundaries of Tax Lots 1800 and 1901, which includes the intersection of the two aforementioned alignments and the southwest alignment. The owners of Tax Lot 1800 have agreed to dedicate a new public right of way across their property to coincide with the existing as-travelled alignment of Schibel Road for the north alignment. The subject right of way proposed for vacation is 60 feet wide and was

created by dedication deed recorded at the Deschutes County Clerk's Office as Deed No. 1994-46818. Most of the length of Schibel Road within the proposed vacation is paved at varying widths; Road Department staff understand that the road improvements were funded and constructed by current or previous owners of the underlying properties and that the improvements were not funded by the County. There are presently public utilities within the proposed vacation area consisting of facilities owned and operated by Central Electric Cooperative.





**Figure – Aerial Photo of Proposed Vacation Area**

The Petitioners provided the following reasons (in bold italics) for the proposed vacation; Road Department staff responses to the reasons provided by the Petitioners are also given below:

1. ***Invalid Dedication due to Restrictions and Reservations –Septic was installed & permitted by Deschutes County in 1980, repaired and permitted by Deschutes County in 1991. The Deed of Dedication was accepted in 1994 by Deschutes County. The 60 foot width encroaches upon the septic system that was approved by Deschutes County.*** Road Department staff assert that the dedication of the subject portion of Schibel Road was valid, as Deed No. 1994-46818 includes valid offer of the dedication by the owners of the underlying property at the time of dedication and acceptance by the County governing body at the time of dedication. Based on a review of Community Development Department property records for Tax Lot 1800 on Assessor’s Map 17-12-05B, it does appear that a portion of the disposal field and reserve area for the subject property’s onsite wastewater system may exist within the proposed vacation area. Additionally, an outbuilding and a portion of a livestock corral also appear to exist within the proposed vacation area. Road Department staff note that, while this situation encumbers both the public right of way and the underlying property, it does not invalidate the public road dedication.
2. ***Reduces property values of the 3 tax lots requesting this Vacation, which is 75% of the owners.*** Road Department staff will not address this statement as it is not verifiable or indicative of a necessity to vacate the public’s interest in a property.
3. ***Decades old trees and landscaping would be lost.*** Road Department staff will not address this statement as it is not verifiable or indicative of a necessity to vacate the public’s interest in a property.
4. ***Since 1994, the county has never used, improved, nor plowed this road to our knowledge. Not once that we know of has the county plowed the snow during the major snowstorms of 2017 & 2019.*** Road Department records indicate that no County-funded maintenance or improvement of the subject portion of Schibel Road has ever occurred; however, Road Department staff note that County-funded maintenance of a local access road is forbidden under state law and that absence of County-funded maintenance is not indicative of a necessity to vacate the public’s interest in a property.
5. ***The southern portion of the road that is requested to be vacated has not been used by the general public and has only been used as access and a driveway for tax lots 1800 and 1901.*** John Kevin O’Leary, owner of Tax Lot 100 on Assessor’s Map 17-12-05C, has indicated to Road Department staff that he has interest in using it for future access. Nonetheless, Road Department staff believe that, generally, the subject right of way has only been used to access Tax Lots 1800 and 1901 as indicated by the Petitioners. The primary access to Tax Lot 100 on Assessor’s Map 17-12-05C is from Old Bend Redmond Highway.
6. ***Traffic will increase, and no traffic study has been done that we know of.*** Road Department staff will not address this statement as it is not verifiable or indicative of a necessity to vacate the public’s interest in a property.

- 7. **Safety of the young children living on Schibel Road is a concern of the parents and neighbors.** Road Department staff will not address this statement as it is not verifiable or indicative of a necessity to vacate the public’s interest in a property.
- 8. **It is not in the General Public’s best interest.** The Board of County Commissioners will make this determination.
- 9. **Induced to sign dedication under false pretenses. We were told we could remove the southern portion of the dedication with a “single item deletion.** Current Road Department staff have no knowledge of the requirements or circumstances under which the subject right of way was dedicated in 1994. Road Department staff note that Jeffrey and Kathryn Gates, Chief Petitioners and owners of Tax Lot 1800 on Assessor’s Map 17-12-05B, were partial grantors for the 1994 dedication deed.
- 10. **Tax lot 100 to the south will not suffer loss of access as the site address of 64145 Old Bend Redmond Hwy is permitted, approved and installed.** As indicated above, the primary access to Tax Lot 100 on Assessor’s Map 17-12-05C is from Old Bend Redmond Highway.

A review of Assessor’s Tax Map 17-12-05B indicates that the proposed vacation would effectively landlock Tax Lot 1901, potentially depriving the owners of that property of access necessary for the exercise of their property right. In regards to this matter, Road Department staff note that the submitted petition included a loss of access consent form signed by the property owners.

The Petitioners submitted completed service provider consent forms from those providers serving within or adjacent to the proposed vacation area; those service providers and their responses are listed below:

- Avion Water Company, Inc.
  - Representative: Mike Heffernan, Engineering Department
  - Service provider does not have existing facilities within the area proposed for vacation
  - **Service provider consents to the proposed vacation**
- Central Electric Cooperative
  - Representative: Parneli Perkins, Land and ROW Specialist
  - Service provider does have existing facilities within the area proposed for vacation
  - **Service provider consents to the proposed vacation but requests that an easement for utilities be granted within the proposed vacation area.** Service provider emailed Road Department staff on June 12, 2023 indicating that easement documents had been secured and that their organization was supportive of the proposed vacation.

**Findings:**

Based upon the submitted petition materials, responses to service provider notices, and the Road Department’s research of the subject right of way, the Road Department makes the following findings:

- The proposed vacation area was dedicated to the public by dedication deed recorded at the Deschutes County Clerk’s Office as Deed No. 1994-46818 (ORS 368.326).
- Owners of a recorded property right that would potentially be deprived of access necessary for the exercise of that property right with the proposed vacation have consented to the proposed vacation (ORS 368.331).

- The Petitioners, who represent the owners of more than sixty (60) percent of property abutting the subject right of way, have submitted complete petitions and submitted the required fee (ORS 368.341(1)(c); ORS 368.341(3); ORS 368.341(4); ORS368.351).
- As the petition for vacation does not include acknowledged signatures of owners of 100 percent of property abutting the proposed vacation area, the vacation proceedings are subject to a public hearing (ORS 368.346).
- The subject right of way does not appear to be necessary for current or future public use.
- The subject right of way appears to coincide with onsite wastewater system components, an outbuilding, and other private property improvements for Tax Lot 1800 on Assessor’s Map 17-12-05B.

**Recommendation:**

**Based on the above findings, the Road Department has determined that the proposed vacation is in the public interest.** The Road Department recommends that the Board of County Commissioners approve the proposed vacation with adoption of Order No. 2023-017 subject to the following conditions:

1. Prior to vacation of the subject right of way, the owners of Tax Lot 1800 on Assessor’s Map 17-12-05B shall execute a dedication deed to coincide with the existing as-travelled north alignment of Schibel Road.
2. The vacated property shall vest with the rightful owner or owners holding title according to law in accordance with ORS 368.366(1)(c).

This report is made pursuant to ORS 368.326 through 368.366, concerning the vacation of county property.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 6, 2023

SUBJECT: Approval of Document No. 2023-821, a Right of Way Dedication Deed for a Portion of Schibel Road

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-821, a right of way dedication deed for a portion of Schibel Road.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Road Department received a petition to vacate a portion of Schibel Road in Section 05 of Township 17S, Range 12E, W.M. As the petition for vacation did not include acknowledged signatures of owners of 100 percent of property abutting the proposed vacation area, a public hearing was held regarding the matter on August 9, 2023, and the hearing was continued to August 16, 2023.

On August 23, 2023, the Board of County Commissioners deliberated on the matter and determined that the proposed vacation was in the public interest subject to a right of way dedication by the owners of Tax Lot 171205B001800 for the as-travelled northerly alignment of Schibel Road. The owners of Tax Lot 171205B001800 have executed and submitted an acceptable right of way dedication deed that the Board will consider concurrently with Order No. 2023-017.

Acceptance and recording of Document No. 2023-821 will establish a public right of way over the property described therein.

BUDGET IMPACTS:

None

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

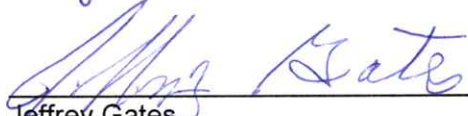
|   |                          |
|---|--------------------------|
| <div style="border: 1px solid black; padding: 5px; text-align: center;"> REVIEWED<br/> <hr/> LEGAL COUNSEL </div> <p>After recording return to:<br/> Deschutes County Road Dept.<br/> 61150 S.E. 27<sup>th</sup> Street<br/> Bend, Oregon 97701</p> | For Recording Stamp Only |
|---|--------------------------|

DEED OF DEDICATION

The Jeffrey and Kathryn Gates Revocable Living Trust, Grantor, does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is other consideration.

DATED this 25 day of August, 2023.

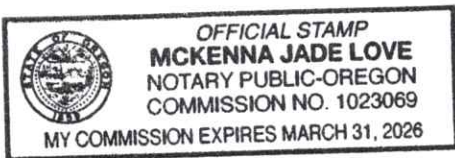
  
\_\_\_\_\_  
Jeffrey Gates  
Trustee, Jeffrey and Kathryn Gates Revocable Living Trust

STATE OF OREGON        )  
  ) SS.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Jeffrey Gates, and acknowledged the foregoing instrument.

Dated this 25 day of August, 2023.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/31/2026



Kathryn Gates  
Kathryn Gates

Trustee, Jeffrey and Kathryn Gates Revocable Living Trust

STATE OF OREGON       )  
  ) SS.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Kathryn Gates, and acknowledged the foregoing instrument.

Dated this 25 day of August, 2023.

[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/31/2026



ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 93.808.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, CHAIR

\_\_\_\_\_  
PATTI ADAIR, VICE CHAIR

ATTEST:

\_\_\_\_\_  
PHIL CHANG, COMMISSIONER

\_\_\_\_\_  
Recording Secretary

STATE OF OREGON        )  
                                  ) SS.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, and acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A  
SCHIBEL ROAD – DEDICATION**

A STRIP OF LAND BEING 60.00 FEET WIDE, 30.00 FEET ON EACH SIDE OF CENTERLINE (WHEN MEASURED AT RIGHT ANGLES) LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SE 1/4, SW 1/4, NW 1/4) IN SECTION 5, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH-SOUTH CENTERLINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 FROM WHICH THE CENTER WEST ONE-SIXTEENTH CORNER BEARS SOUTH 00°43'51" EAST, 536.04 FEET, THENCE NORTH 83°16'31" WEST, 3.92 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 105.88 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 82°05'22", AN ARC LENGTH OF 151.70 FEET (THE CHORD OF WHICH BEARS NORTH 42°13'50" WEST, 139.05 FEET); THENCE NORTH 01°11'09" WEST, 20.44 FEET TO A POINT ON THE ONE-SIXTYFORTH LINE AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION, THE SIDELINES ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE AT SAID NORTH-SOUTH CENTERLINE OF THE NORTHWEST QUARTER AND AT THE ONE-SIXTYFORTH LINE.

THIS LEGAL DESCRIPTION AND EXHIBIT MAP ARE BASED ON COUNTY SURVEY NO. 11789.

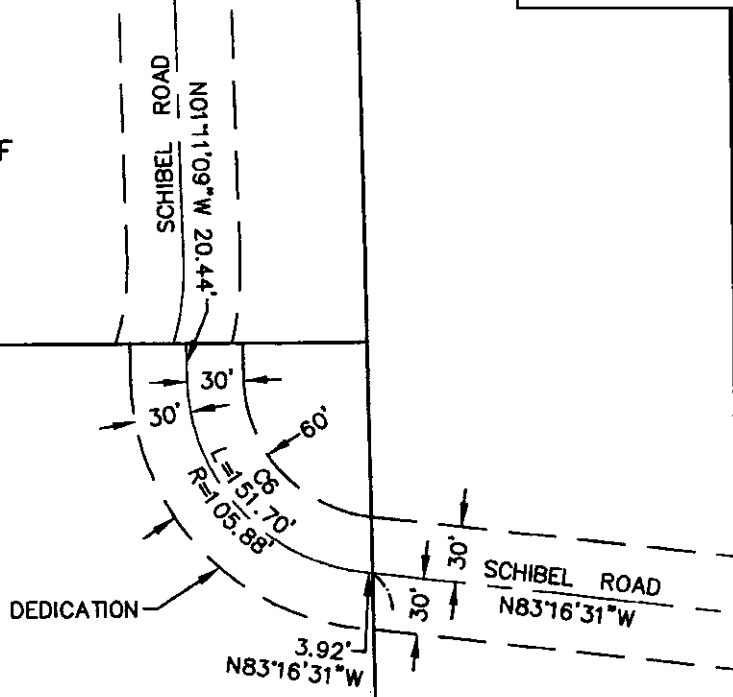
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Brian W. Reeves*  
OREGON  
JULY 19, 1994  
BRIAN W. REEVES  
2677  
RENEWAL DATE 12-31-2024



**'EXHIBIT B'  
SCHIBEL ROAD  
DEDICATION**

LOCATED IN THE SE 1/4, SW 1/4, NW 1/4 OF  
SECTION 5, T. 17 S., R. 12 E., W. M.

S-N 1/64 LINE N89°58'42"W 795.52'



HOLLYHOCK 1994 LIVING TRUST  
64245 SCHIBEL ROAD  
TAX LOT 171205B001901

JEFF AND KATHY GATES  
64227 SCHIBEL ROAD  
TAX LOT 171205B001800



SCALE 1" = 100'

LEGAL DESCRIPTION AND EXHIBIT MAP  
ARE BASED ON COUNTY SURVEY NO. 11789  
N-S CENTERLINE OF NW 1/4  
500'43.51"E  
536.04'

E-W CENTER 1/4 LINE

CW 1/16 CORNER  
SECTION 5  
T17S, R12E, W.M.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Brian W. Reeves*  
**OREGON  
JULY 18, 1994  
BRIAN W. REEVES  
2677**

RENEWAL DATE 12-31-2024

| CURVE TABLE |         |         |           |             |         |
|-------------|---------|---------|-----------|-------------|---------|
| CURVE       | LENGTH  | RADIUS  | DELTA     | BEARING     | CHORD   |
| C6          | 151.70' | 105.88' | 82°05'22" | N42°13'50"W | 139.05' |



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 6, 2023

SUBJECT: Contract for School-Based Health Center at Bend High School

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-563, a contract with Bend-La Pine Schools and Mosaic Community Health for a school-based health center at Bend High.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County School-Based Health Centers (SBHCs) offer affordable, convenient health care and health education to children and their parents or guardians who live in the Bend-La Pine, Redmond, or Sisters school districts. The purpose of the SBHCs is to support and achieve improved health management for students and their families. SBHCs operate as a collaboration between the County, School District and a medical sponsor. This contract serves as an understanding of this collaboration and outlines the roles and responsibilities of each party in providing these services.

Mosaic Community Health serves as the medical sponsor for the Bend High School-Based Health Center. Mosaic offers well child exams and sick child exams within the scope of practice of a pediatric nurse practitioner or family nurse practitioner and submits claims to the applicable health plans. Mosaic also provides Behavioral Health Consultant Services to help support the needs of the SBHC.

BUDGET IMPACTS:

\$164,000.

ATTENDANCE:

Jessica Jacks, Program Manager



REVIEWED  
KR  
 LEGAL COUNSEL

09/06/2023 Item #7.

**School-Based Health Center**

To date, six (6) School Based Health Center (SBHC) service locations exist throughout Deschutes County area due to a collaborative partnership with three (3) Medical Sponsors and three (3) School Districts. These integrated clinics allow any child to receive medical and behavioral health screenings and referrals for appropriate levels of care. Other services include annual well child exams, sports physicals, vaccinations and other walk-in medical care, intensive out-patient family, individual and group therapy. Medical Sponsor and County shall not advertise the SBHC service locations as Covid19 testing areas. Covid19 testing may only be provided to current and future students as part of regular medical screenings. Parties to this Contract are outlined as follows:

**Deschutes County, Oregon - hereinafter referred to as “COUNTY”**

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division.

**Bend-La Pine Schools - hereinafter referred to as “DISTRICT”**

District, a political subdivision of the State of Oregon

**Mosaic Community Health hereinafter referred to as “MEDICAL SPONSOR”**

Medical entity, domestic nonprofit corporation and Federally-Qualified Health Center

This Contract is made and entered into by and between the above mentioned agencies referred to individually as “Party” or collectively as “Parties” and **applies to the following School Based Health Center service locations:**

SBHC Service Location:

|                                 |   |
|---------------------------------|---|
| Location Name:                  | Bend High School  |
| Address:                        | 230 N. 6 <sup>th</sup> Street, Bend, Oregon 97701   |
| Phone Number:                   | 541-383-3005  |
| Fax Number:                     |   |
| On-site Point of Contact:       | Tamarra Harris  |
| On-site Point of Contact Phone: |   |
| On-site Point of Contact Email: | Tamarra.harris@mosaicmedical.org  |
| Service Location Hours:         | Monday, Wednesday, and Friday 8 a.m. to 5 p.m. and Tuesday 9 a.m. to 6 p.m. Closed on Thursdays |

**RECITALS**

WHEREAS, COUNTY and DISTRICT are authorized pursuant to ORS 190.003 through 190.110 to enter into an agreement for the performance of any or all functions which either Party to the agreement has the authority to perform;

WHEREAS COUNTY and DISTRICT intend through this Contract to allow COUNTY, acting by and through its Health Services Department, Public Health Division, to operate a School-Based Health Center (SBHC) in District Name located on the school campus to provide limited health services to current and future students in DISTRICT; and

WHEREAS, in association with MEDICAL SPONSOR’S provision of health services at SBHC, MEDICAL SPONSOR requires services more specifically described herein, which COUNTY is capable of and willing to provide, under terms and conditions hereinafter described; and

WHEREAS, MEDICAL SPONSOR is able and prepared to provide such services, under terms and conditions hereinafter described; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereinafter, the Parties agree as follows:

**1. TERM**

The effective date of this Contract shall be **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **June 30, 2025**. This Contract may be renewed or extended only upon written agreement of all Parties.

**2. SERVICES**

Parties agree to provide services and facilities, as described in Exhibit 1 of this Contract to assist in the operation of the School Based Health Center(s) to which the address and location(s) is specifically outlined on page 1 of this Contract.

**3. DEFINITIONS**

- A. “*Disclosure*” means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside the School Based Health Center organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. “*Electronic Protected Health Information*” or “*EPHI*” means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, “electronic media” includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. “*Protected Health Information*” or “*PHI*” means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by either Party from or on behalf of either Party, or is created by either Party, or is made accessible to either Party by either Party.
- D. “*Secretary*” means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- E. “*Services*” means School Based Health Services provided by Deschutes County Health Services staff, and health care services provided by Medical Sponsor all as part of the SBHC Program identified in this Contract.
- F. “*Use*” (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, retention, or analysis of such information to, from or within either Parties’ organization.

4. **PARTIES ARE INDEPENDENT**

Parties shall provide the services described in the Exhibit specifically outlined to that Party ("Medical Sponsor Exhibit", "School District Exhibit", "County Exhibit") of this Contract. Each Party shall be deemed an independent contractor(s) for all purposes and shall be entitled to no compensation unless payment is provided under that Party's Exhibit of this Contract. 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.

5. **INDEMNIFICATION 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 Contract. No Party shall be liable to any other Party for any incidental or consequential damages arising out of or related to this Contract. Neither Party shall be liable for any damages of any sort arising solely from the rightful termination of this Contract or any part hereof in accordance with its terms.

A. Each Party subject to this Contract 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 Contract. Insurance shall be in full force throughout the duration of this Contract. 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 Contract 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 Contract. **The Insurance and Indemnification requirements as outlined in this Paragraph 5 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 Contract, 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:

MEDICAL SPONSOR     DISTRICT     COUNTY

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. Claims made policies must be approved by COUNTY. If approved, the Party must show proof of either tail coverage or continuous liability as described in section 5(B) vi.

Claims Made Policy    ✓ Approved by County     Not Approved by County    *sk*<sub>sk</sub>

Bodily Injury, Death and Property Damage:

\$3,000,000/\$5,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

MEDICAL SPONSOR    DISTRICT    COUNTY

- 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:

MEDICAL SPONSOR    DISTRICT    COUNTY

- v. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include **Deschutes County, District, Medical Sponsor, the State of Oregon**, their officers, employees, agents and volunteers as Additional Insureds but only with respect to the Parties' activities to be performed under this Contract. 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 Contract shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of: (1) the Parties' completion and COUNTY'S acceptance of all services required under this Contract or, (2) the expiration of all warranty periods provided under this Contract. 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 Contract. 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 Contract 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 Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Party to work under this Contract when the County is aware that the Party is not in compliance with the insurance requirements.

**6. TERMINATION**

This Contract may be terminated with or without cause by any Party upon thirty (30) days written notice, delivered by certified mail or in person to the other Parties. District may immediately suspend a SBHC service location if there is a Covid19 exposure that closes the school facility where the SBHC is located. District will subsequently notify the Medical Provider and County when the SBHC may re-open in compliance with State Covid19 guidelines. District may terminate this Agreement immediately and without notice if it is found that Medical Provider has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. District shall not be responsible for lost revenues or for costs incurred by Medical Provider and County due to a COVID19 related closure or suspension.

**7. NON-ASSIGNABILITY**

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

**8. ACCESS TO RECORDS**

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

In accordance with ORS 179.505 and HIPAA, both MEDICAL SPONSOR and COUNTY agree to obtain an authorization for the release of information from the patient that is being considered for, or receiving services.

**9. COMMUNICATION**

Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing to 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 Schools       | 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    |

|                               |  |
|-------------------------------|--|
| <u>To Medical Sponsor:</u>    | <u>To County – for Notices &amp; Terminations:</u> |
| Megan Haase                   | Grace Justice Evans, Contract Specialist           |
| Mosaic Community Health       | Deschutes County Health Services                   |
| 600 SW Columbia, Suite 6000   | 2577 NE Courtney Dr.                               |
| Bend, OR 97702                | Bend, Oregon 97701                                 |
| Phone No. 541-383-3005        | Phone No. 541-322-7516                             |
| Fax No.                       | Fax No. 541-322-7565                               |
| megan.haase@mosaicmedical.org | grace.evans@deschutes.org                          |

|  |                                      |
|--|--------------------------------------|
|  | <u>To County – Accounts Payable:</u> |
|  | Accounts Payable                     |
|  | Deschutes County Health Services     |
|  | 2577 NE Courtney Dr.                 |
|  | Bend, Oregon 97701                   |
|  | Phone No. 541-322-7510               |
|  | Fax No. 541-322-7565                 |
|  | _HSAccountsPayable@deschutes.org     |

**10. 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") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"); Each Party shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the SBHC for any purpose not directly connected with the administration of each Parties' responsibilities under this Contract 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 Contract.
- 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 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 E; 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 Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.



## **11. 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.

## **12. ATTORNEYS FEES**

In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this Contract, each Party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal. Each Party shall give the other immediate notice in writing of any action or suit filed or any claim made against that Party which may result in litigation in any way related to this Contract.

## **13. NO WAIVER OF CLAIMS**

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

## **14. MODIFICATION**

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

## **15. INTEGRATION**

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

## **16. 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 Contract.
- 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 Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

**17. REGULATIONS AND DUTIES.** Services are funded by Deschutes County’s contracts with the State of Oregon, Oregon Health Authority (OHA), #180009. Where applicable, Parties shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective July 1, 2023, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #180009. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract and is to be performed by Contractor, No federal funds may be used to provide services in violation of 42 USC 14402.

**18. RESERVED.**

**19. 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. District cannot completely mitigate the transfer of communicable diseases like COVID-19. Medical Provider and County understand there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. Medical Provider and 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. Medical Provider and 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 District property, Medical Provider and County agree to waive and discharge any and all claims against the District and release it from liability for any claim, demand, loss of any nature arising out of Medical Provider’s and County’s alleged failure to follow the CDC, federal, state, or local orders regarding COVID-19. Medical Provider and County also agree to release, exonerate, discharge and Hold Harmless the District, 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 Medical Provider and County, or to its property, or losses of any kind which may result from or in connection with the use of the District’s facility, unless caused by the negligent actions of the District or its employees or agents, or in the case of COVID-19, if caused by the District’s failure to follow the CDC, federal, state, or local orders regarding COVID-19. Medical Provider and 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: Medical Provider and County understands that the District does not carry insurance for communicable diseases including Covid-19 and Medical Provider and County is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from Medical Provider’s and County’s activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19.

**20. ENTIRE CONTRACT AND COUNTERPARTS.**

This Contract 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 Contract 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 contract.

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 \_\_\_\_ day of \_\_\_\_\_, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PHIL CHANG, Vice Chair

\_\_\_\_\_  
PATTI ADAIR, Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary

**Signature:** *Sarah Key*  
**Email:** sarah.key@deschutes.org  
**Title:** Loss Prevention Coordinator  
**Company:** Deschutes County Risk Management

**Signature:** *Brad Henry*  
**Email:** brad.henry@bend.k12.or.us  
**Title:** COO/CFO  
**Company:** Bend / LaPine School District

**Signature:** *Megan Haase*  
Megan Haase (Aug 21, 2023 10:18 PDT)  
**Email:** megan.haase@mosaicmedical.org  
**Title:** CEO  
**Company:** Mosaic Community Health

Exhibit 1 (COUNTY)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. 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.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities. District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. Medical Sponsor will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- G. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

H. On-site Wayfinding: Provide dual branding on school campus to identify the location of the SBHC as allowed by District policy.

**Applicable to:**

MEDICAL SPONSOR    DISTRICT    COUNTY

I. Communications: All public communications, whether written or verbal, regarding services rendered under this Contract shall be brought before each Party, for review and approval prior to release to the public.

**Applicable to:**

MEDICAL SPONSOR    DISTRICT    COUNTY

2. Services:

A. Designate staff members to serve as points of contact (POC) and to act as liaison between Parties. In addition, POC will assist with identification and submission of SBHC grants. POC identified for all Mental Health Expansion Grant behavioral health specialty services is Shannon Brister-Raugust. POC identified for Base Grant funded medical sponsor and Mental Health Expansion Grant youth-led projects services is Jessica Jacks. Should these POCs change, County will inform in writing Medical Sponsor and District.

B. Provide grant writing and management services (on an in-kind basis) to develop funding for the SBHC program.

C. Provide marketing and public relations support specific to SBHC program needs (on an in-kind basis).

D. County’s POC will provide support, supervision and leadership to the County respective SBHC program elements for which they are responsible.

E. County will provide staff supervision for County staff, and assign designated staff to attend meetings. County shall be responsible for compensating County staff and liabilities arising from acts and omissions of County staff.

F. County will ensure that assigned staff has the required credentials. County shall employ and supervise all County SBHC staff, and, in County’s sole discretion, shall provide adequate staffing to ensure County’s responsibilities under this Contract are fulfilled.

G. County Youth Engagement Program services shall include and are limited to:

- i. Education and outreach to schools and/or within the local community as requested by District and/or Medical Sponsor (e.g. Sources of Strength, Youth Action Councils, Design Justice, Health Fairs, etc.), which may include assisting and/or teaching District health or career classes;
- ii. Coordinate and facilitate Youth-Led Projects according to the manner agreed upon between County, Medical Sponsor, and District at sites funded for Youth-Led Projects and in alignment with [OHA’s Youth-Led Project Grants](#). Specifically Youth-Led Project Grant funding requires an annual mental health promotion project and SBHC service promotion where youth are integral to the project design, management, implementation, and evaluation.

H. County will provide, at County’s expense, a behavioral health therapist for the SBHC location. The behavioral health therapist will provide services for a minimum of twenty (20) hours per week (excluding vacation and sick time) during the SBHC regular hours of operation, (defined as “Service Location Hours”, Page 1 of this Contract). Services will include screening, assessment and treatment for behavioral health disorders, crisis intervention and prevention, education and outreach to schools for youth and families eligible for SBHC services.

I. County retains full ownership of County owned durable equipment at the SBHC location.

J. County agrees to actively participate in School Based Health Center (SBHC) Partnership Meetings between County, District and Medical Sponsor as needed to maintain high quality services, operations, and promptly address issues should they arise. SBHC Partnership Meetings will be hosted and facilitated by either the County, District, or Medical Sponsor upon mutual agreement.

3. Data Collection/Reporting:

- A. Medical Sponsor and County, in partnership, will meet the data collection requirements outlined in the current Oregon School-Based Health Centers Standards for Certification, Mental Health Expansion Grant (behavioral health specialty services and youth-led project services).
- B. Assist with updating the Operational Profile for each SBHC location.
- C. County shall be responsible for primary accounting, budgetary oversight, and fiscal report management for SBHC Base Grant and Mental Health Expansion Grant which includes reporting to the Oregon State SBHC program.
- D. County shall submit, in partnership with Medical Sponsor, Mental Health Expansion Grant (both behavioral health specialty services and youth-led project services) related progress reports, as applicable to required reporting periods by the Oregon State SBHC program.

4. Consideration: Maximum Compensation represents the amount County shall pay Medical Sponsor, as applicable and the sum total shall not exceed **\$80,000** for Behavioral Health Services (FY 2024=\$40,000, FY 2025=\$40,000) and **\$84,000** for Base Grant Medical Services (FY 2024=\$42,000, FY 2025=\$42,000). Fiscal Year (FY) is July 1 to June 30.

- A. Medical Sponsor shall invoice County on a quarterly basis, or as agreed upon between the Parties. County requests invoices submitted by the 15<sup>th</sup> of the month.
- B. It is understood and agreed that in the event funds are not awarded to County from the Oregon Health Authority (OHA), or if funds County actually receives from OHA is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder.
- C. If OHA disallows or requests repayment for any funds paid under this Contract due to Medical Sponsor's acts or omissions, Medical Sponsor shall make payment to County of the amount OHA disallows or requests repayment.
- D. In the event that OHA determines that County or Medical Sponsor is responsible for the repayment of any funds owed to OHA by Medical Sponsor, Medical Sponsor agrees to make such payment within ten (10) days of notification by County or OHA of said determination by OHA.
- E. If this maximum compensation amount is increased by amendment to this Exhibit 1 (County) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 1 (DISTRICT)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. 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.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities. District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. Medical Sponsor will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- G. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.



**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

H. On-site Wayfinding: Provide dual branding on school campus to identify the location of the SBHC as allowed by District policy.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

I. Communications: All public communications, whether written or verbal, regarding services rendered under this Contract shall be brought before each Party, for review and approval prior to release to the public.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

2. Services:

- A. Provide support/referral. Staff support and referral of students as per policy and procedure outlined in the "student eligibility guidelines" per Oregon School-Based Health Centers Standards for Certification. A designated District staff person shall be named as the primary contact for administrative requests for the SBHC. District school offices will refer students to any available SBHC from all District schools, include SBHC information releases in school newsletters, assist in distributing registration packets to students, set up and maintain a system to keep track of students who are registered and communicate with their parents, and obtain permission for students to utilize the SBHC
- B. Designate Point of Contact who will regularly attend scheduled SBHC meetings between County, District, and Medical Sponsor as needed to maintain high quality services, operations, and promptly address issues should they arise. SBHC Partnership Meetings will be hosted and facilitated by either the County, District, or Medical Sponsor upon mutual agreement.
- C. Provide space to the extent possible and support for Youth-Led Projects programming and projects. The Youth-Led Projects may be offered in a variety of different formats (e.g. class, club, after school activity) as deemed appropriate through mutual agreement by District and County.
- D. To the extent possible District will allow for Medical Sponsor parking.
- E. Train County and Medical Sponsor to Emergency Communication Plan and conduct background checks as needed.
- F. Identify County and Medical Sponsor as a School Affiliated Partner (per KJA-AR District Policy) for the purpose of materials generated in support of SBHCs goals. For example, communication of clinic hours, services, etc.
- G. Shall allow County and Medical Sponsor staff appropriate access to SBHC school campus for the purposes of conducting SBHC services.

3. Consideration: Maximum Compensation represents the amount County shall pay District and shall not exceed \$0.

- A. District will pay: \$0
- B. District will invoice: Not Applicable
- C. District shall NOT be entitled to reimbursement for travel related expenses.
- D. If this maximum compensation amount is increased by amendment to this Exhibit 1 (School District) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 1 (MEDICAL SPONSOR)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. 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.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities. District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. Medical Sponsor will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- G. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

H. On-site Wayfinding: Provide dual branding on school campus to identify the location of the SBHC as allowed by District policy.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

I. Communications: All public communications, whether written or verbal, regarding services rendered under this Contract shall be brought before each Party, for review and approval prior to release to the public.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

2. Services:

A. Designate a Point of Contact for SBHC location(s).

B. Designate a staff person (Manager) as primary point of contact to act as liaison between Parties. Provide SBHC staff administration, supervision for Medical Sponsor staff and designate staff to act as Clinic Coordinator, Immunization Coordinator, Privacy Official, Quality Assurance Coordinator, Laboratory Coordinator and Medical Director for the SBHC location(s).

C. Medical Sponsor shall provide primary medical and behavioral health services to the children within the School District through designated Medical Sponsor staff. Medical Sponsor agrees to provide sick child exams and well child exams and associated treatment within the scope of practice of a primary care licensed medical provider through weekly clinics based upon the need within the SBHC as determined by Medical Sponsor's Manager in collaboration with County and District.

D. Operate the SBHC in accordance with the current Oregon School-Based Health Centers Standards for Certification. The SBHC certification standards may be found on-line at the following link: <http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>.

E. Medical Sponsor staff will fully disclose to patients of SBHC location Medical Sponsor's billing practices and the partnership with County and District.

F. Medical records will be the property of Medical Sponsor and are subject to Medical Sponsor and County's policies of confidentiality regarding medical records and health information. Medical Sponsor and County agree to share client charts for the purposes of continuity of care and compliance with SPO required data reporting.

G. Medical Sponsor, at County's and Medical Sponsor's expense, will provide a .50 FTE behavioral health consultant to help support the behavioral health needs of the SBHC. Medical Sponsor's behavioral health consultant will provide services for a minimum of twenty (20) hours per week (excluding vacation and sick time) during SBHC regular hours of operation.

H. Medical Sponsor shall provide behavioral health services with the ability to collect and report on mental/behavioral health encounter visits as required by the SPO.

I. Medical Sponsor shall provide services that are culturally and linguistically appropriate to the SBHC population and during services hours that are responsive to the SBHC population.

J. Medical Sponsor will credential all licensed providers as required by the applicable Oregon State licensing boards and meet Oregon School-Based Health Centers Standards for Certification, Version 4, found at:

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

K. Medical Sponsor will submit claims to the applicable health plans for services provided to SBHC clients. Income from the claims submitted by Medical Sponsor will accrue to Medical Sponsor. Medical Sponsor will submit claims per Medical Sponsor's billing requirements. Medical Sponsor will provide SBHC services to clients up through age

of twenty (20) regardless of ability to pay for services. Exceptions may be allowed for clients who have established care prior to the age of twenty-one (21). Medical Sponsor may attempt to collect payment on an unpaid patient account.

- L. Collaborate with County Youth Engagement Coordinator in Youth-LedProjects which include but are not limited to an annual mental health promotion project and SBHC service promotion where youth are integral to the project design, management, implementation, and evaluation.
- M. Designate Point of Contact who will regularly attend scheduled SBHC meetings between County, District and Medical Sponsor as needed to maintain high quality services, operations, and promptly address issues should they arise. SBHC Partnership Meetings will be hosted and facilitated by either the County, District, or Medical Sponsor upon mutual agreement.
- N. Medical Sponsor will purchase a single Oregon School Based Health Center Association for 2023-2024 and 2024-2025 membership using additional funding provided by the county (\$1,000 annually).

3. Data Collection/Reporting:

- A. Medical Sponsor and County, in partnership, will meet the data collection requirements outlined in the current Oregon School-Based Health Centers Standards for Certification.
- B. Medical Sponsor will keep the operational profile updated with Medical Sponsor clinic staffing and operational information.
- C. Medical Sponsor will participate in the monthly State Program Office Mental Health Expansion Grant check-in meetings, or upon request.
- D. Medical Sponsor shall submit, in partnership with County, Mental Health Expansion Grant (both behavioral health specialty services and youth-led project services) related progress reports (as specified by Oregon Health Authority) quarterly along with the quarterly invoice in accordance with the schedule outlined below, paragraph 4, B.

4. Consideration: Maximum Compensation represents the amount County shall pay Medical Sponsor and shall not exceed **\$80,000** for Behavioral Health Services and **\$82,000** for Base Grant Medical Services.

- A. Medical Sponsor will invoice: Quarterly, based on the following schedule:  
 1<sup>st</sup> Quarter - July 1 through September 30, due by October 15  
 2<sup>nd</sup> Quarter – October 1 through December 31, due by January 15  
 3<sup>rd</sup> Quarter – January 1 through March 31, due by April 15  
 4<sup>th</sup> Quarter – April 1 through June 30, due by July 31
- B. Medical Sponsor shall NOT be entitled to reimbursement for travel related expenses.
- C. It is understood and agreed that in the event funds are not awarded to County from the Oregon Health Authority (OHA), or if funds County actually receives from OHA is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder.
- D. If OHA disallows or requests repayment for any funds paid under this Contract due to Medical Sponsor’s acts or omissions, Medical Sponsor shall make payment to County of the amount OHA disallows or requests repayment.
- E. In the event that OHA determines that County or Medical Sponsor is responsible for the repayment of any funds owed to OHA by Medical Sponsor, Medical Sponsor agrees to make such payment within ten (10) days of notification by County or OHA of said determination by OHA.
- F. If this maximum compensation amount is increased by amendment to this Exhibit 1 (Medical Sponsor) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 2

REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit H of 2023-2025 Intergovernmental Agreement

General Applicability and Compliance. Bend-La Pine School District and Mosaic Community Health referenced herein as "Contractors") shall comply with the following requirements herein to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractors and County.

1. Expenditure of Funds. Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in this Contract ("Services"), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

- A. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
B. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
C. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. Records Maintenance, Access and Confidentiality.

- A. Access to Records and Facilities. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
B. Retention of Records. Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
C. Expenditure Records. Contractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Contractor under this Contract. In particular, but without limiting the generality of the foregoing, Contractor shall (i) establish separate accounts for each type of service for which Contractor is paid under this Contract and (ii) document expenditures of funds paid to Contractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Contractor under this Contract for employee compensation. Contractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
D. Safeguarding of Individual's Information. Contractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Contractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested.
E. Information Privacy/Security/Access. If the services performed under this Contract requires Contractor to have access to or use of any Oregon Health Authority computer system or other Oregon Healthy Authority Information Assets or Network and Information Systems, Contractor shall comply and require its staff to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have

the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**3. Alternative Formats of Written Materials.** In connection with the delivery of services, Contractor shall make available to client, without charge, upon the client’s reasonable request:

- A. All written materials related to the services provided to the client in alternate formats.
- B. All written materials related to the services provided to the client in the client's language.
- C. Oral interpretation services related to the services provided to the client in the client’s language.
- D. Sign language interpretation services and telephone communications access services related to the services provided to the client.

For purposes of the foregoing, “written materials” means materials created by Contractor, in connection with the Service being provided to the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a client, without charge to the client in the prevalent non-English language(s) within the service area. OHA shall be responsible for making its forms and materials available, without charge to the client, in the prevalent non-English language(s) within the service area.

**4. Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:

- A. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
- B. all state laws governing operation of community public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community public health programs;
- C. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G (“Required Federal Terms and Conditions”) to the certain 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services between County and the Oregon Health Authority dated as of July 1, 2023, is incorporated herein by this reference (also incorporated herein as Exhibit 3). For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

**5. Grievance Procedures.** If Contractor employees fifteen (15) or more employees to deliver the services under this Contract, Contractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum shall include:

- A. An established process and time frame for filing an employee grievance.
- B. An established hearing and appeal process.
- C. A requirement for maintaining adequate records and employee confidentiality.
- D. A description of the options available to employees for resolving disputes.

Contractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Contractor and are aware of the means by which employees may make use of the employee grievance procedures. Contractor may satisfy these requirements for ensuring that

employees are aware of the means for making use of the employee grievance procedures by including a section in the Contractor employee manual that describes the Contractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

**6. Independent Contractor.** Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

**7. Indemnification.** To the extent permitted by applicable law, Contractor shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, Providers or agents under this Contract.

**8. Required Contractor Insurance Language.**

A. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Paragraph 5 of the Contract to which this Exhibit 2 is attached.

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

**9. Subcontracts.** Contractor shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Contract.

**Exhibit 3**  
**REQUIRED FEDERAL TERMS AND CONDITIONS**

**COUNTY, DISTRICT and MEDICAL SPONSOR 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 contract for services determined and agreed to by and between the Parties. For the purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.**

1. Miscellaneous Federal Provisions

All federal laws, regulations, and executive orders applicable to the Contract or the delivery of Work. Without limiting the generality of the foregoing, MEDICAL SPONSOR and DISTRICT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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 Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this Contract, 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).

3. Clean Air, Clean Water, EPA Regulations

If this Contract, 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.

4. 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).

5. Truth in Lobbying

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

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



- c. County shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT or Deschutes County under this Contract 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.
- f. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT or Deschutes County under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- g. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT, or Deschutes County under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. Resource and Conservation and Recovery.  
MEDICAL SPONSOR and DISTRICT 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.
7. 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.
8. Debarment and Suspension.  
COUNTY shall not permit any person or entity to be a party to this Contract 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. MEDICAL SPONSOR and COUNTY with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace

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 Contract 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 Contract, 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 Contract 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 Contract.

10. Pro-Children Act

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

11. 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:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. 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.
- d. 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.
- e. Entities receiving \$5 million or more annually (under this Contract 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).

12. 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.

13. 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.

14. Disclosure

- a. 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.
- b. 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.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (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.

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

- 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 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- iii. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 6, 2023

SUBJECT: Contract with Bend-La Pine School District and Mosaic Community Health for the School-Based Health Center at Mountain View High School

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-566, a contract with Bend-La Pine School District and Mosaic Community Health for the School-Based Health Center at Mountain View High.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County School-Based Health Centers (SBHCs) offer affordable, convenient health care and health education to children and their parents or guardians who live in the Bend-La Pine, Redmond, or Sisters school districts. The purpose of the SBHCs is to support and achieve improved health management for students and their families. SBHCs operate as a collaboration between the County, School District and a medical sponsor. This contract serves as an understanding of this collaboration and of the roles and responsibilities of each party in providing these services.

Mosaic Community Health serves as the medical sponsor for the Mt. View High School Based Health Center. Mosaic offers well child exams and sick child exams within the scope of practice of a pediatric nurse practitioner or family nurse practitioner and submits claims to the applicable health plans. Mosaic also provides Behavioral Health Consultant Services to help support the needs of the SBHC.

BUDGET IMPACTS:

\$162,000.

ATTENDANCE:

Jessica Jacks, Program Manager



REVIEWED  
*KL*  
 LEGAL COUNSEL

09/06/2023 Item #8.

**School-Based Health Center**

To date, six (6) School Based Health Center (SBHC) service locations exist throughout Deschutes County area due to a collaborative partnership with three (3) Medical Sponsors and three (3) School Districts. These integrated clinics allow any child to receive medical and behavioral health screenings and referrals for appropriate levels of care. Other services include annual well child exams, sports physicals, vaccinations and other walk-in medical care, intensive out-patient family, individual and group therapy. Medical Sponsor/County shall not advertise the SBHC service locations as Covid19 testing areas. Covid19 testing may only be provided to current and future students as part of regular medical screenings. Parties to this Contract are outlined as follows:

**Deschutes County, Oregon - hereinafter referred to as “COUNTY”**

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division.

**Bend-La Pine School District - hereinafter referred to as “DISTRICT”**

District, a political subdivision of the State of Oregon

**Mosaic Community Health - hereinafter referred to as “MEDICAL SPONSOR”**

Medical entity, domestic nonprofit corporation and Federally-Qualified Health Center

This Contract is made and entered into by and between the above mentioned agencies collectively referred to as “Party” or “Parties” and **applies to the following School Based Health Center service locations:**

SBHC Service Location:

Location Name: Mountain View High SBHC  
 Address: 2755 NE 27<sup>th</sup> Street, Bend, OR 97701

**RECITALS**

WHEREAS, COUNTY and DISTRICT are authorized pursuant to ORS 190.003 through 190.110 to enter into an agreement for the performance of any or all functions which either Party to the agreement has the authority to perform;

WHEREAS COUNTY and DISTRICT intend through this Contract to allow COUNTY, acting by and through its Health Services Department, Public Health Division, to operate a School-Based Health Center (SBHC) in District Name located on the school campus to provide limited health services to current and future students in DISTRICT; and

WHEREAS, in association with MEDICAL SPONSOR’S provision of health services at SBHC, MEDICAL SPONSOR requires services more specifically described herein, which COUNTY is capable of and willing to provide, under terms and conditions hereinafter described; and

WHEREAS, MEDICAL SPONSOR is able and prepared to provide such services, under terms and conditions hereinafter described; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereinafter, the Parties agree as follows:

**1. TERM**

The effective date of this Contract shall be **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **June 30, 2025**. This Contract may be renewed or extended only upon written agreement of all Parties.

**2. SERVICES**

Parties agree to provide services and facilities, as described in Exhibit 1 of this Contract to assist in the operation of the School Based Health Center(s) to which the address and location(s) is specifically outlined on page 1 of this Contract.

**3. DEFINITIONS**

- A. "Disclosure" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside the School Based Health Center organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. "Electronic Protected Health Information" or "EPHI" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. "Protected Health Information" or "PHI" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by either Party from or on behalf of either Party, or is created by either Party, or is made accessible to either Party by either Party.
- D. "Secretary" means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- E. "Services" means School Based Health Services provided by Deschutes County Health Services staff, and health care services provided by Medical Sponsor all as part of the SBHC Program identified in this Contract.
- F. "Use" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, retention, or analysis of such information to, from or within either Parties' organization.

**4. PARTIES ARE INDEPENDENT**

Parties shall provide the services described in the Exhibit specifically outlined to that Party ("Medical Sponsor Exhibit", "School District Exhibit", "County Exhibit") of this Contract. Each Party shall be deemed an independent contractor(s) for all purposes and shall be entitled to no compensation unless payment is provided under that Party's Exhibit of this Contract. 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.

**5. INDEMNIFICATION 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 Contract. No Party shall be liable to any other Party for any incidental or consequential damages arising out of or related to this Contract. Neither Party shall be liable for any damages of any sort arising solely from the rightful termination of this Contract or any part hereof in accordance with its terms.

- A. Each Party subject to this Contract 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 Contract. Insurance shall be in full force throughout the duration of this Contract. 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 Contract 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 Contract. **The Insurance and Indemnification requirements as outlined in this Paragraph 5 may be satisfied through the Party's program of self-insurance, as applicable.**

B. Types and Amounts:

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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 Contract, 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:

MEDICAL SPONSOR    DISTRICT    COUNTY

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:

\$3,000,000/\$5,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

MEDICAL SPONSOR    DISTRICT    COUNTY

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:

MEDICAL SPONSOR    DISTRICT    COUNTY

v. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include **Deschutes County, District, Medical Sponsor, the State of Oregon**, their officers, employees, agents and volunteers as Additional Insureds but only with respect to the Parties' activities to be performed under this Contract. 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 Contract shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of: (1) the Parties' completion and COUNTY'S acceptance of all services required under this Contract or, (2) the expiration of all warranty periods provided under this Contract. 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 Contract. 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 Contract 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 Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Party to work under this Contract when the County is aware that the Party is not in compliance with the insurance requirements.

**6. TERMINATION**

This Contract may be terminated with or without cause by any Party upon thirty (30) days written notice, delivered by certified mail or in person to the other Parties. District may immediately suspend a SBHC service location if there is a Covid19 exposure that closes the school facility where the SBHC is located. District will subsequently notify the Medical Provider and County when the SBHC may re-open in compliance with State Covid19 guidelines. District may terminate this Agreement immediately and without notice if it is found that Medical Provider has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. District shall not be responsible for lost revenues or for costs incurred by Medical Provider/County due to a COVID19 related closure or suspension.

**7. NON-ASSIGNABILITY**

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

**8. ACCESS TO RECORDS**

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

In accordance with ORS 179.505 and HIPAA, both MEDICAL SPONSOR and COUNTY agree to obtain an authorization for the release of information from the patient that is being considered for, or receiving services.

**9. COMMUNICATION**

Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing to 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    |

|                               |  |
|-------------------------------|--|
| <u>To Medical Sponsor:</u>    | <u>To County – for Notices &amp; Terminations:</u> |
| Megan Haase                   | Grace Justice Evans, Contract Specialist           |
| Mosaic Community Health       | Deschutes County Health Services                   |
| 600 SW Columbia, Suite 6000   | 2577 NE Courtney Dr.                               |
| Bend, OR 97702                | Bend, Oregon 97701                                 |
| Phone No. 541-383-3005        | Phone No. 541-322-7516                             |
| Fax No.                       | Fax No. 541-322-7565                               |
| megan.haase@mosaicmedical.org | grace.evans@deschutes.org                          |

|  |                                      |
|--|--------------------------------------|
|  | <u>To County – Accounts Payable:</u> |
|  | Accounts Payable                     |
|  | Deschutes County Health Services     |
|  | 2577 NE Courtney Dr.                 |
|  | Bend, Oregon 97701                   |
|  | Phone No. 541-322-7510               |
|  | Fax No. 541-322-7565                 |
|  | _HSAccountsPayable@deschutes.org     |

**10. 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") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"); Each Party shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the SBHC for any purpose not directly connected with the administration of each Parties' responsibilities under this Contract 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 Contract.
- 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 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 E; 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 Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

**11. 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.

**12. ATTORNEYS FEES**

In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this Contract, each Party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal. Each Party shall give the other immediate notice in writing of any action or suit filed or any claim made against that Party which may result in litigation in any way related to this Contract.

**13. NO WAIVER OF CLAIMS**

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

**14. MODIFICATION**

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

**15. INTEGRATION**

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

**16. 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 Contract.
- 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 Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

**17. REGULATIONS AND DUTIES.** Services are funded by Deschutes County’s contracts with the State of Oregon, Oregon Health Authority (OHA), #180009. Where applicable, Parties shall comply with all applicable provisions of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective July 1, 2023, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #180009. Contractor agrees to comply with the rules and regulations of County, applicable provisions in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within

the scope of this Contract and is to be performed by Contractor, No federal funds may be used to provide services in violation of 42 USC 14402.

**18. RESERVED.**

**19. 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. District cannot completely mitigate the transfer of communicable diseases like COVID-19. Medical Provider/County understand there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. Medical Provider/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. Medical Provider/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 District property, Medical Provider/County agree to waive and discharge any and all claims against the District and release it from liability for any claim, demand, loss of any nature arising out of Medical Provider/County’s alleged failure to follow the CDC, federal, state, or local orders regarding COVID-19. Medical Provider/County also agree to release, exonerate, discharge and Hold Harmless the District, 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 Medical Provider/County, or to its property, or losses of any kind which may result from or in connection with the use of the District’s facility, unless caused by the negligent actions of the District or its employees or agents, or in the case of COVID-19, if caused by the District’s failure to follow the CDC, federal, state, or local orders regarding COVID-19. Medical Provider/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: Medical Provider/County understands that the District does not carry insurance for communicable diseases including Covid-19 and Medical Provider/County is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from Medical Provider/County’s activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19.

**20. ENTIRE CONTRACT AND COUNTERPARTS.**

This Contract 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 Contract 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 contract.

[THE SIGNATURE PAGE IS THE NEXT PAGE]

SCHOOL BASED HEALTH CENTER  
MOUNTAIN VIEW HIGH  
2023-566

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 \_\_\_\_ day of \_\_\_\_\_, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PHIL CHANG, Vice Chair

\_\_\_\_\_  
PATTI ADAIR, Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary

**Signature:** *Sarah Key*  
**Email:** sarah.key@deschutes.org  
**Title:** Loss Prevention Coordinator  
**Company:** Deschutes County Risk Management

**Signature:** *megan haase*  
megan haase (Aug 1, 2023 14:52 PDT)  
**Email:** megan.haase@mosaicmedical.org  
**Title:** CEO  
**Company:** Mosaic Community Health

**Signature:** *Brad Henry*  
**Email:** brad.henry@bend.k12.or.us  
**Title:** COO/CFO  
**Company:** Bend / LaPine School District

Exhibit 1 (COUNTY)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. 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.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities. District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. Medical Sponsor will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- G. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

H. On-site Wayfinding: Provide dual branding on school campus to identify the location of the SBHC as allowed by District policy.

**Applicable to:**

MEDICAL SPONSOR    DISTRICT    COUNTY

I. Communications: All public communications, whether written or verbal, regarding services rendered under this Contract shall be brought before each Party, for review and approval prior to release to the public.

**Applicable to:**

MEDICAL SPONSOR    DISTRICT    COUNTY

2. Services:

A. Designate staff members to serve as points of contact (POC) and to act as liaison between Parties. In addition, POC will assist with identification and submission of SBHC grants. POC identified for all Mental Health Expansion Grant behavioral health specialty services is Shannon Brister-Raugust. POC identified for Base Grant funded medical sponsor and Mental Health Expansion Grant youth-led projects services is Jessica Jacks.

B. Provide grant writing and management services (on an in-kind basis) to develop funding for the SBHC program.

C. Provide marketing and public relations support specific to SBHC program needs (on an in-kind basis).

D. County’s POC will provide support, supervision and leadership to the County respective SBHC program elements for which they are responsible.

E. County will provide staff supervision for County staff, and assign designated staff to attend meetings. County shall be responsible for compensating County staff and liabilities arising from acts and omissions of County staff.

F. County will ensure that assigned staff has the required credentials. County shall employ and supervise all County SBHC staff, and, in County’s sole discretion, shall provide adequate staffing to ensure County’s responsibilities under this Contract are fulfilled.

G. Youth Engagement Program services shall include and are limited to:

- i. Education and outreach to schools and/or within the local community as requested by District and/or Medical Sponsor (e.g. Sources of Strength, Youth Action Councils, Design Justice, Health Fairs, etc.), which may include assisting and/or teaching District health or career classes;
- ii. Coordinate and facilitate Youth-Led Projects according to the manner agreed upon between County, Medical Sponsor, and District at sites funded for Youth-Led Projects and in alignment with [OHA’s Youth-Led Project Grants](#). Specifically Youth-Led Project Grant funding requires an annual mental health promotion project and SBHC service promotion where youth are integral to the project design, management, implementation, and evaluation.

H. County will provide, at County’s expense, a behavioral health therapist for the SBHC location. The behavioral health therapist will provide services for a minimum of twenty (20) hours per week (excluding vacation and sick time) during the SBHC regular hours of operation, (defined as “Service Location Hours”, Page 1 of this Contract). Services will include screening, assessment and treatment for behavioral health disorders, crisis intervention and prevention, education and outreach to schools for youth and families eligible for SBHC services.

I. County retains full ownership of County owned durable equipment at the SBHC location.

J. County agrees to actively participate in Coordinate and facilitate School Based Health Center (SBHC) Partnership Meetings between County, District and Medical Sponsor as needed to maintain high quality services, operations, and promptly address issues should they arise. SBHC Partnership Meetings will be hosted and facilitated by either the County, District, or Medical Sponsor upon mutual agreement.



3. Data Collection/Reporting:

- A. Medical Sponsor and County, in partnership, will meet the data collection requirements outlined in the current Oregon School-Based Health Centers Standards for Certification. Mental Health Expansion Grant (behavioral health specialty services and youth-led project services).
- B. Assist with updating the Operational Profile for each SBHC location.
- C. County shall be responsible for primary accounting, budgetary oversight, and fiscal report management for SBHC base Grant and Mental Health Expansion Grant which, includes reporting to the Oregon State SBHC program.
- D. County shall submit, in partnership with Medical Sponsor, Mental Health Expansion Grant (both behavioral health specialty services and youth-led project services) related progress reports, as applicable to required reporting periods by the Oregon State SBHC program.

4. Consideration: Maximum Compensation represents the amount County shall pay Medical Sponsor as applicable and the sum total shall not exceed **\$80,000** for Behavioral Health Consultant Services (FY 2024=\$40,000, FY 2025=\$40,000) and **\$82,000** for Base Grant Medical Services (FY 2024=\$41,000, FY 2025=\$41,000). Fiscal Year (FY) is July 1 to June 30.

- A. Medical Sponsor shall invoice County on a quarterly basis, or as agreed upon between the Parties. County requests invoices submitted by the 15<sup>th</sup> of the month.
- B. It is understood and agreed that in the event funds are not awarded to County from the Oregon Health Authority (OHA), or if funds County actually receives from OHA is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder.
- C. If OHA disallows or requests repayment for any funds paid under this Contract due to Medical Sponsor's acts or omissions, Medical Sponsor shall make payment to County of the amount OHA disallows or requests repayment.
- D. In the event that OHA determines that County or Medical Sponsor is responsible for the repayment of any funds owed to OHA by Medical Sponsor, Medical Sponsor agrees to make such payment within ten (10) days of notification by County or OHA of said determination by OHA.
- E. If this maximum compensation amount is increased by amendment to this Exhibit 1 (County) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 1 (DISTRICT)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. 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.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities. District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. Medical Sponsor will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- G. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

H. On-site Wayfinding: Provide dual branding on school campus to identify the location of the SBHC as allowed by District policy.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

I. Communications: All public communications, whether written or verbal, regarding services rendered under this Contract shall be brought before each Party, for review and approval prior to release to the public.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

2. Services:

- A. Provide support/referral. Staff support and referral of students as per policy and procedure outlined in the "student eligibility guidelines" per Oregon School-Based Health Centers Standards for Certification. A designated District staff person shall be named as the primary contact for administrative requests for the SBHC.
- B. Designate Point of Contact who will regularly attend scheduled SBHC meetings between County, District, and Medical Sponsor as needed to maintain high quality services, operations, and promptly address issues should they arise. SBHC Partnership Meetings will be hosted and facilitated by either the County, District, or Medical Sponsor upon mutual agreement.
- C. Provide space, outside the SBHC, to the extent possible and support for Youth-Led Projects programming and projects. The Youth-Led Projects may be offered in a variety of different formats (e.g. class, club, after school activity) as deemed appropriate through mutual agreement by District and County.
- D. To the extent possible District will allow for Medical Sponsor parking.
- E. Train County and Medical Sponsor to Emergency Communication Plan and conduct background checks as needed.
- F. Identify County and Medical Sponsor as a School Affiliated Partner (per KJA-AR District Policy) for the purpose of materials generated in support of SBHCs goals. For example, communication of clinic hours, services, etc.
- G. Shall allow County and Medical Sponsor staff appropriate (as determined by District) access to SBHC school campus for the purposes of conducting SBHC services.

3. Consideration: Maximum Compensation represents the amount County shall pay District and shall not exceed \$0.

- A. District will pay: \$0
- B. District will invoice: Not Applicable
- C. District shall NOT be entitled to reimbursement for travel related expenses.
- D. If this maximum compensation amount is increased by amendment to this Exhibit 1 (District) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 1 (MEDICAL SPONSOR)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. 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.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities. District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. Medical Sponsor will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- G. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

H. On-site Wayfinding: Provide dual branding on school campus to identify the location of the SBHC as allowed by District policy.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

I. Communications: All public communications, whether written or verbal, regarding services rendered under this Contract shall be brought before each Party, for review and approval prior to release to the public.

**Applicable to:**

MEDICAL SPONSOR   DISTRICT   COUNTY

2. Services:

- A. Designate a Point of Contact for SBHC location(s).
- B. Designate a staff person (Manager) as primary point of contact to act as liaison between Parties. Provide SBHC staff administration, supervision for Medical Sponsor staff and designate staff to act as Clinic Coordinator, Immunization Coordinator, Privacy Official, Quality Assurance Coordinator, Laboratory Coordinator and Medical Director for the SBHC location(s).
- C. Medical Sponsor shall provide primary medical and behavioral health services to children between the ages of birth through 18 through designated Medical Sponsor staff. Medical Sponsor agrees to provide sick child exams and well child exams and associated treatment within the scope of practice of a primary care licensed medical provider through weekly clinics based upon the need within the SBHC as determined by Medical Sponsor’s Manager in collaboration with County and District.
- D. Operate the SBHC in accordance with the current Oregon School-Based Health Centers Standards for Certification. The SBHC certification standards may be found on-line at the following link: <http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>.
- E. Medical Sponsor staff will fully disclose to patients of SBHC location Medical Sponsor’s billing practices and the partnership with County and District.
- F. Medical records will be the property of Medical Sponsor and are subject to Medical Sponsor and County’s policies of confidentiality regarding medical records and health information. Medical Sponsor and County agree to share client charts for the purposes of continuity of care and compliance with SPO required data reporting.
- G. Medical Sponsor, at County’s and Medical Sponsor’s expense, will provide a .50 FTE behavioral health consultant to help support the behavioral health needs of the SBHC. Medical Sponsor’s behavioral health consultant will provide services for a minimum of twenty (20) hours per week (excluding vacation and sick time) during SBHC regular hours of operation.
- H. Medical Sponsor shall provide behavioral health services with the ability to collect and report on mental/behavioral health encounter visits as required by the SPO.
- I. Medical Sponsor shall provide services that are culturally and linguistically appropriate to the SBHC population and during service hours that are responsive to SBHC population.
- J. Medical Sponsor will credential all licensed providers as required by the applicable Oregon State licensing boards and meet Oregon School-Based Health Centers Standards for Certification, Version 4, found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>.
- K. Medical Sponsor will submit claims to the applicable health plans for services provided to SBHC clients. Income from the claims submitted by Medical Sponsor will accrue to Medical Sponsor. Medical Sponsor will submit claims per Medical Sponsor’s billing requirements. Medical Sponsor will provide SBHC services to clients up through age of twenty (20) regardless of ability to pay for services. Exceptions may be allowed for clients who have established care prior to the age of twenty-one (21). Medical Sponsor may attempt to collect payment on an unpaid patient

account.

- L. Collaborate with County Youth Engagement Coordinator-Led Projects which include but are not limited to an annual mental health promotion project and SBHC service promotion where youth are integral to the project design, management, implementation, and evaluation.
- M. Designate Point of Contact who will regularly attend scheduled SBHC meetings between County, District and Medical Sponsor as needed to maintain high quality services, operations, and promptly address issues should they arise. SBHC Partnership Meetings will be hosted and facilitated by either the County, District, or Medical Sponsor upon mutual agreement.

3. Data Collection/Reporting:

- A. Medical Sponsor and County, in partnership, will meet the data collection requirements outlined in the current Oregon School-Based Health Centers Standards for Certification.
- B. Medical Sponsor will keep the operational profile updated with Medical Sponsor clinic staffing and operational information.
- C. Medical Sponsor will participate in the monthly State Program Office Mental Health Expansion Grant check-in meetings, or upon request.
- D. Medical Sponsor shall submit, in partnership with County, Mental Health Expansion Grant (both behavioral health specialty services and youth-led project services) related progress reports (as specified by Oregon Health Authority) quarterly along with the quarterly invoice, in accordance with the schedule outlined below, paragraph 4, B.

4. Consideration: Maximum Compensation represents the amount County shall pay Medical Sponsor and shall not exceed **\$80,000** for Behavioral Health Services (FY 2024=\$40,000, FY 2025=\$40,000) and **\$82,000** for Base Grant Medical Services (FY 2024=\$41,000, FY 2025=\$41,000). Fiscal Year (FY) is July 1 to June 30.

- A. Medical Sponsor will invoice: Quarterly, based on the following schedule:
  - 1<sup>st</sup> Quarter - July 1 through September 30, due by October 15
  - 2<sup>nd</sup> Quarter – October 1 through December 31, due by January 15
  - 3<sup>rd</sup> Quarter – January 1 through March 31, due by April 15
  - 4<sup>th</sup> Quarter – April 1 through June 30, due by July 31
- B. Medical Sponsor shall NOT be entitled to reimbursement for travel related expenses.
- C. It is understood and agreed that in the event funds are not awarded to County from the Oregon Health Authority (OHA), or if funds County actually receives from OHA is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder.
- D. If OHA disallows or requests repayment for any funds paid under this Contract due to Medical Sponsor’s acts or omissions, Medical Sponsor shall make payment to County of the amount OHA disallows or requests repayment.
- E. In the event that OHA determines that County or Medical Sponsor is responsible for the repayment of any funds owed to OHA by Medical Sponsor, Medical Sponsor agrees to make such payment within ten (10) days of notification by County or OHA of said determination by OHA.
- F. If this maximum compensation amount is increased by amendment to this Exhibit 1 (Medical Sponsor) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 2

REQUIRED PROVIDER CONTRACT PROVISIONS
Oregon Health Authority Exhibit H of 2023-2025 Intergovernmental Agreement

General Applicability and Compliance. Bend-La Pine School District and Mosaic Community Health referenced herein as "Contractors") shall comply with the following requirements herein to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractors and County.

1. Expenditure of Funds. Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in this Contract ("Services"), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):

- A. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
B. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
C. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.

2. Records Maintenance, Access and Confidentiality.

- A. Access to Records and Facilities. County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
B. Retention of Records. Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
C. Expenditure Records. Contractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Contractor under this Contract. In particular, but without limiting the generality of the foregoing, Contractor shall (i) establish separate accounts for each type of service for which Contractor is paid under this Contract and (ii) document expenditures of funds paid to Contractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Contractor under this Contract for employee compensation. Contractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
D. Safeguarding of Individual's Information. Contractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Contractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098 and 42 CFR Part 2. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested.
E. Information Privacy/Security/Access. If the services performed under this Contract requires Contractor to have access to or use of any Oregon Health Authority computer system or other Oregon Healthy Authority Information Assets or Network and Information Systems, Contractor shall comply and require its staff to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. **Alternative Formats of Written Materials.** In connection with the delivery of services, Contractor shall make available to client, without charge, upon the client’s reasonable request:

- A. All written materials related to the services provided to the client in alternate formats.
- B. All written materials related to the services provided to the client in the client’s language.
- C. Oral interpretation services related to the services provided to the client in the client’s language.
- D. Sign language interpretation services and telephone communications access services related to the services provided to the client.

For purposes of the foregoing, “written materials” means materials created by Contractor, in connection with the Service being provided to the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a client, without charge to the client in the prevalent non-English language(s) within the service area. OHA shall be responsible for making its forms and materials available, without charge to the client, in the prevalent non-English language(s) within the service area.

4. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:

- A. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
- B. all state laws governing operation of community public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community public health programs;
- C. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H (“Required Federal Terms and Conditions”) to the certain 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services between County and the Oregon Health Authority dated as of July 1, 2023, is incorporated herein by this reference (also incorporated herein as Exhibit 2). For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Contractor employees fifteen (15) or more employees to deliver the services under this Contract, Contractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include “due process” standards, which, at a minimum shall include:

- A. An established process and time frame for filing an employee grievance.
- B. An established hearing and appeal process.
- C. A requirement for maintaining adequate records and employee confidentiality.
- D. A description of the options available to employees for resolving disputes.

Contractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Contractor and are aware of the means by which employees may make use of the employee grievance procedures. Contractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Contractor employee manual that describes the Contractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at



periodic intervals in staff and board meetings.

- 6. Independent Contractor.** Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- 7. Indemnification.** To the extent permitted by applicable law, Contractor shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, Providers or agents under this Contract.
- 8. Required Contractor Insurance Language.**
  - A. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Paragraph 5 of the Contract to which this Exhibit 2 is attached.
  - B. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims.
- 9. Subcontracts.** Contractor shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Contract.

**Exhibit 3**  
**REQUIRED FEDERAL TERMS AND CONDITIONS**

**COUNTY, DISTRICT and MEDICAL SPONSOR 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 contract for services determined and agreed to by and between the Parties. For the purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.**

1. Miscellaneous Federal Provisions

All federal laws, regulations, and executive orders applicable to the Contract or the delivery of Work. Without limiting the generality of the foregoing, MEDICAL SPONSOR and DISTRICT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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 Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this Contract, 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).

3. Clean Air, Clean Water, EPA Regulations

If this Contract, 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.

4. 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).

5. Truth in Lobbying

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

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

- c. County shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was place when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT or Deschutes County under this Contract 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.
- f. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT or Deschutes County under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- g. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT, or Deschutes County under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource and Conservation and Recovery.

MEDICAL SPONSOR and DISTRICT 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.

- 7. 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.

8. Debarment and Suspension.

COUNTY shall not permit any person or entity to be a party to this Contract 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. MEDICAL SPONSOR and COUNTY with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace

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 Contract 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 Contract, 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 Contract 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 Contract.

10. Pro-Children Act

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

11. 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:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. 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.
- d. 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.

e. Entities receiving \$5 million or more annually (under this Contract 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).

12. 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.

13. 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.

14. Disclosure

- a. 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.
- b. 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.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (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.

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

- 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 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- iii. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** September 6, 2023

**SUBJECT:** Presentation: Deschutes County Broadband Needs Assessment Report

**RECOMMENDED MOTIONS:**

N/A; information only.

**BACKGROUND AND POLICY IMPLICATIONS:**

Central Oregon Intergovernmental Council (COIC) and consultants from Magellan Broadband will present the final Deschutes County Broadband Needs Assessment Report. This report has been developed over the past year in partnership with the Deschutes County Broadband Action Team (BAT), a group representing key sectors impacted by the availability, reliability, and affordability of broadband including local government, businesses, schools, public safety, internet service providers, and healthcare representatives.

The final needs assessment report includes an inventory of current infrastructure and services. It also establishes current and future standards for service levels based on the needs of the region, highlights key gaps in broadband infrastructure and access, and identifies priority projects and opportunities to address these gaps. COIC and the BAT will use these findings to begin building out the partnerships, preliminary design and engineering, and infrastructure funding opportunities for priority projects that were identified through this process.

**BUDGET IMPACTS:**

No budget impact anticipated.

**ATTENDANCE:**

Tania Mahood, Deschutes County, IT Director  
Scott Aycock, COIC, Community and Economic Development Director  
Shelby Knight, COIC, Resilience Planner



# Deschutes County

# Broadband Needs Assessment

## FINDINGS, PRIORITIES, AND RECOMMENDATIONS

**Dr. Greg Laudeman**

*Director of Broadband and Smart City Planning*

For presentation to the Deschutes County Commission on September 6, 2023



# Project Goals and Objectives

Connect underserved and disadvantaged communities with affordable, fast, reliable broadband internet service

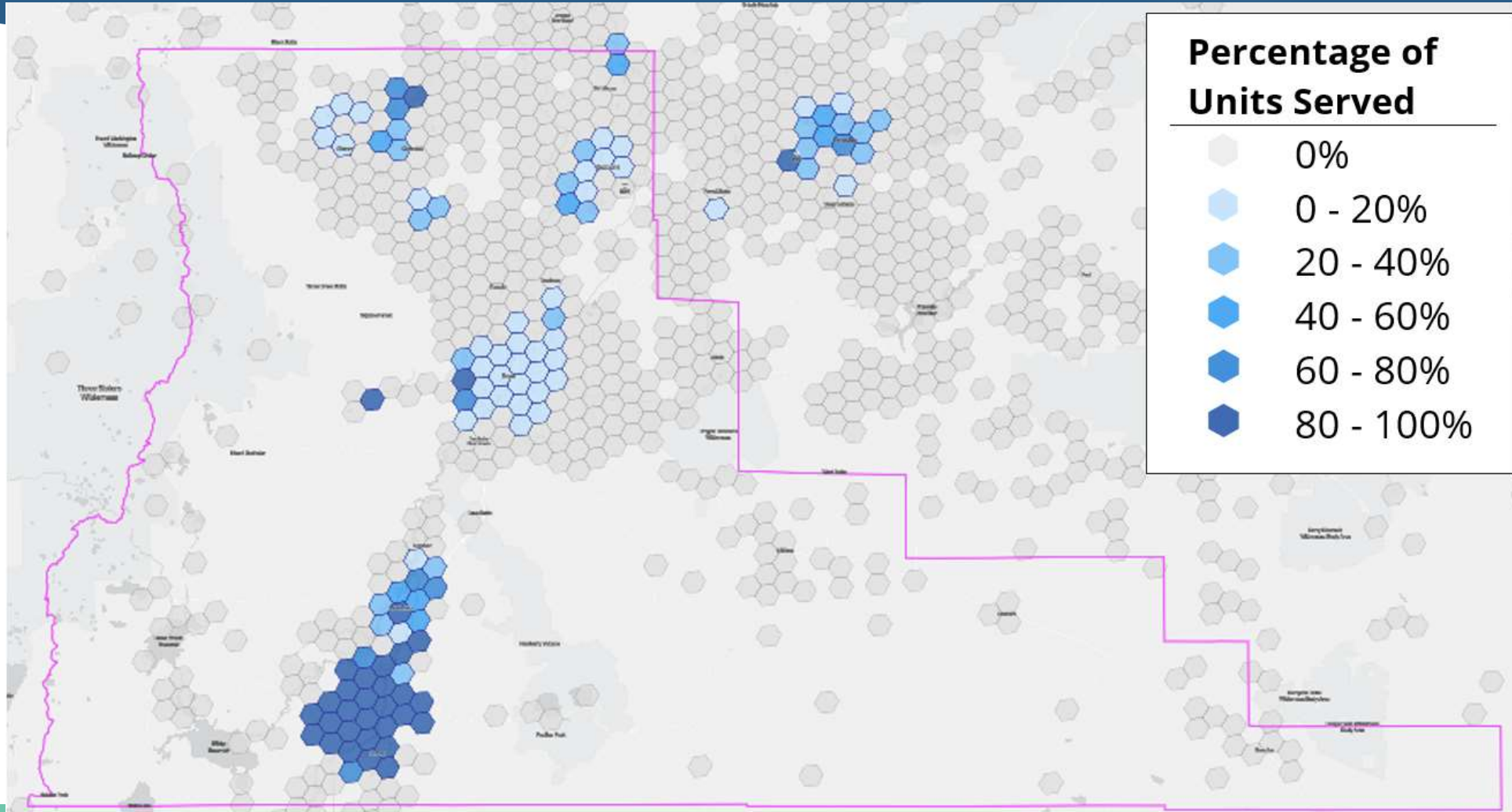
1. Determine community and regional needs for internet access
2. Identify prospective priority projects
3. Assess feasibility of solutions
  - Funding sources
  - Public-private investment opportunities
  - Relative to current and future standards

# Current Infrastructure and Services

- ▶ Typical cable-telco duopoly
  - CenturyLink (Lumen) and TDS Telecom
- ▶ Multiple fixed wireless providers
  - Blue Mountain Networks (Sureline Broadband)
  - PrineTIME Internet Solutions
  - T-Mobile
  - Webformix
  - Yellowknife
- ▶ Satellite
- ▶ Enterprise network services
  - BendTel
  - FatBeam
  - Link Oregon
  - LS Networks
  - Zayo
  - Ziplly
- ▶ Extensive long-haul fiber routes running north-south
  - Primarily serving “hyperscaler” data centers in the Columbia River area

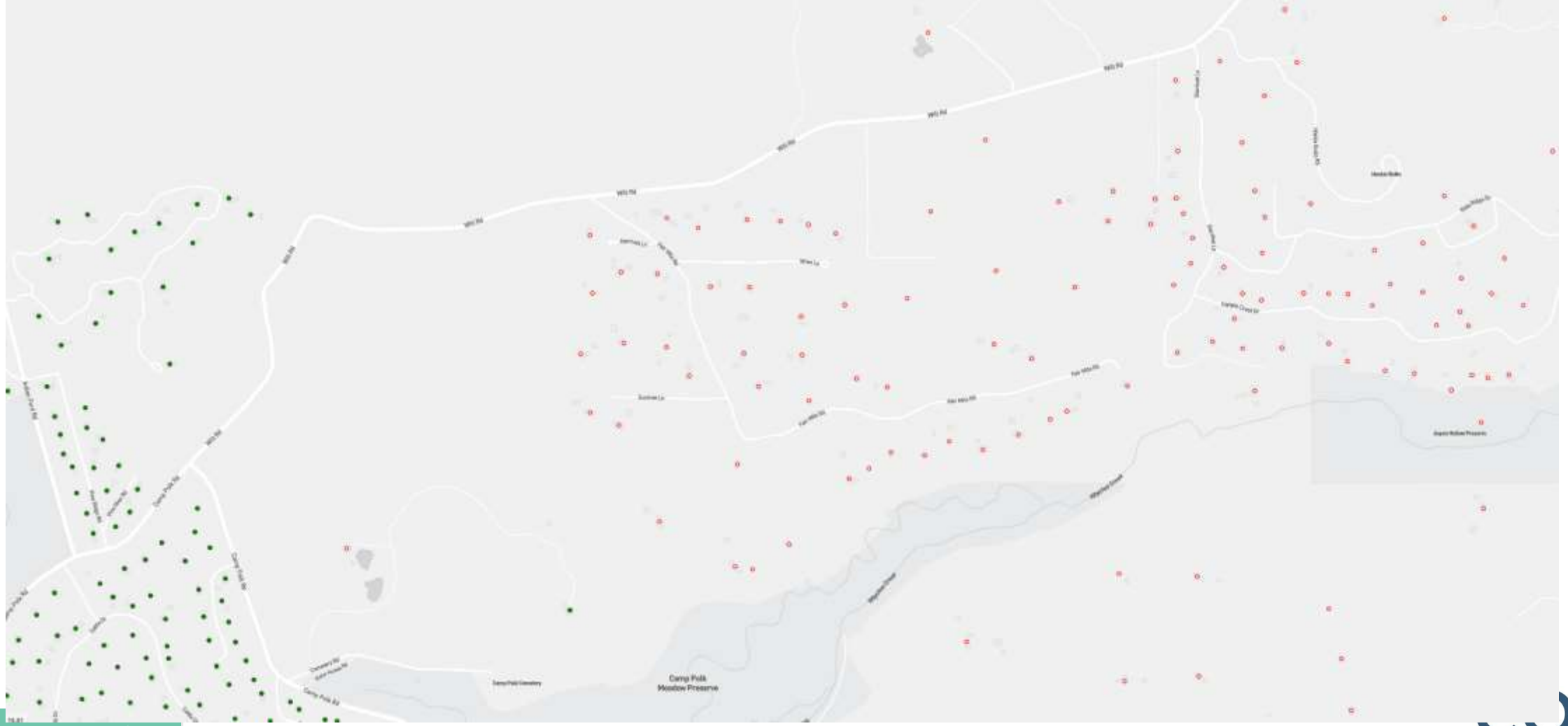
# Availability of 1,000/100 Mbps

Source: FCC, data from providers

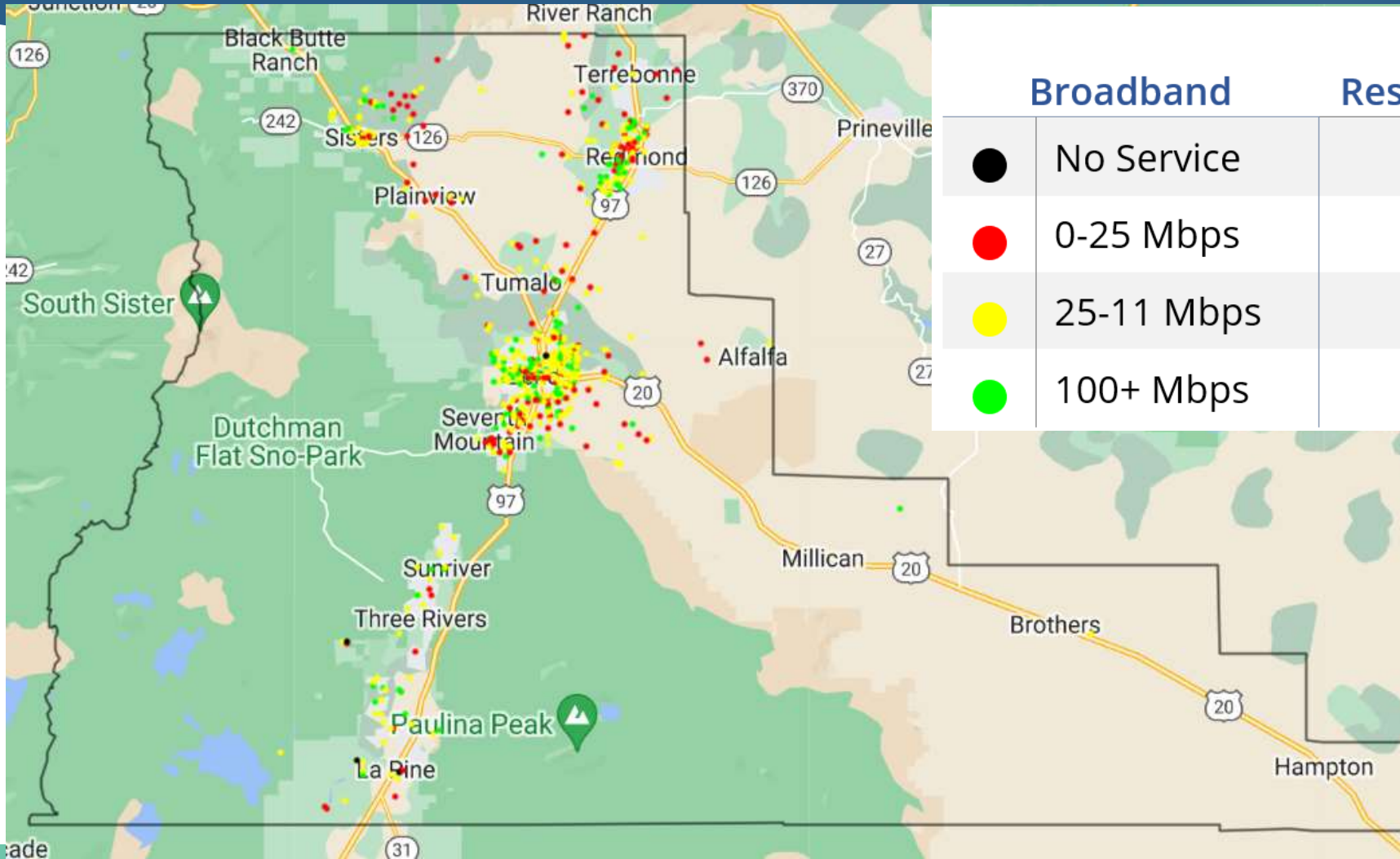


# Detailed View of 100/20 Mbps

Wilt Rd north of Sisters according to FCC data from providers



# Faster Internet Oregon speed test results



|   | Broadband  | Responses | Percent of Total |
|---|------------|-----------|------------------|
| ● | No Service | 5         | 0.7%             |
| ● | 0-25 Mbps  | 149       | 21.6%            |
| ● | 25-11 Mbps | 278       | 40.3%            |
| ● | 100+ Mbps  | 257       | 37.3%            |

# Stakeholder Input

- ▶ Economic Development
- ▶ Education
- ▶ Government Administration
- ▶ Healthcare & Social Services
- ▶ Land Development & Use
- ▶ Public Safety
- ▶ Support Industries & Small Business
- ▶ Transportation & Utilities
- ▶ Also:
  - Citizens and Community Groups session with one attendee
  - Workshops on prospective priority projects

# Gaps and Priority Projects

- A. Fiber-to-the-Premise
  - Crooked River Ranch-Terrebonne
  - North of Sisters
  - South of La Pine
- B. Local routing of local network traffic
- C. Middle-mile fiber route from Bend to Salem
- D. Wireless broadband solutions for remote, rural areas

# Considerations

- ▶ **Technical requirements and costs (barrier/negative)**
- ▶ **Linked projects (driver/positive)**
  - Complementary projects
  - Regional opportunities
- ▶ **Options for governance, ownership, and partnerships (driver/positive)**
- ▶ **Impacts on equitable access and affordability (driver/positive)**
- ▶ **Financial, legal, and regulatory complexity (barrier/negative)**



# A. Fiber-to-the-Premise (FTTP)

## ▶ Areas lacking wired 100/20 Mbps

- · · City
- · · County
- Premises
- Under-served Area (approximate)

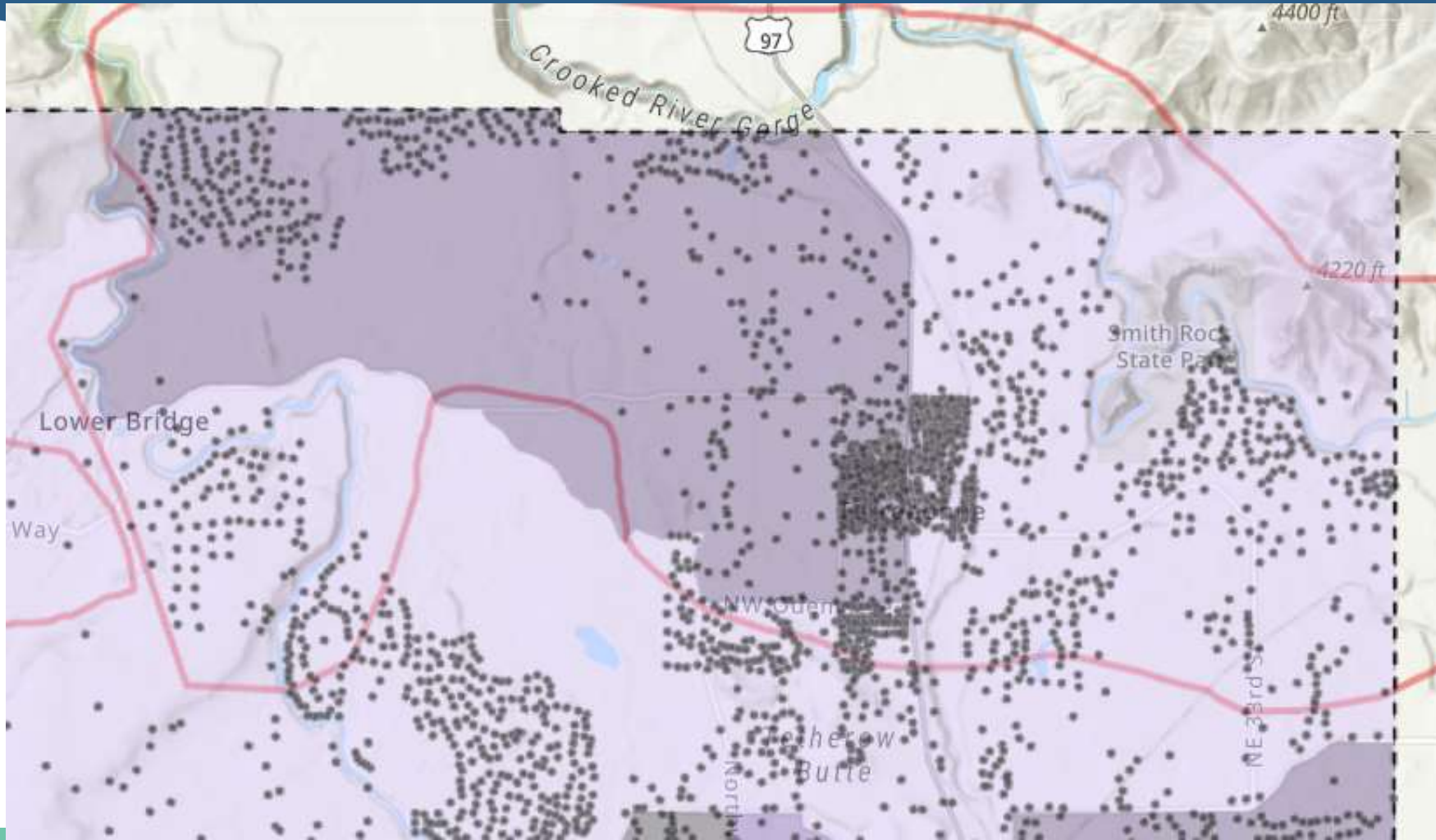
## ▶ Relatively low income

### **Median Household Income**

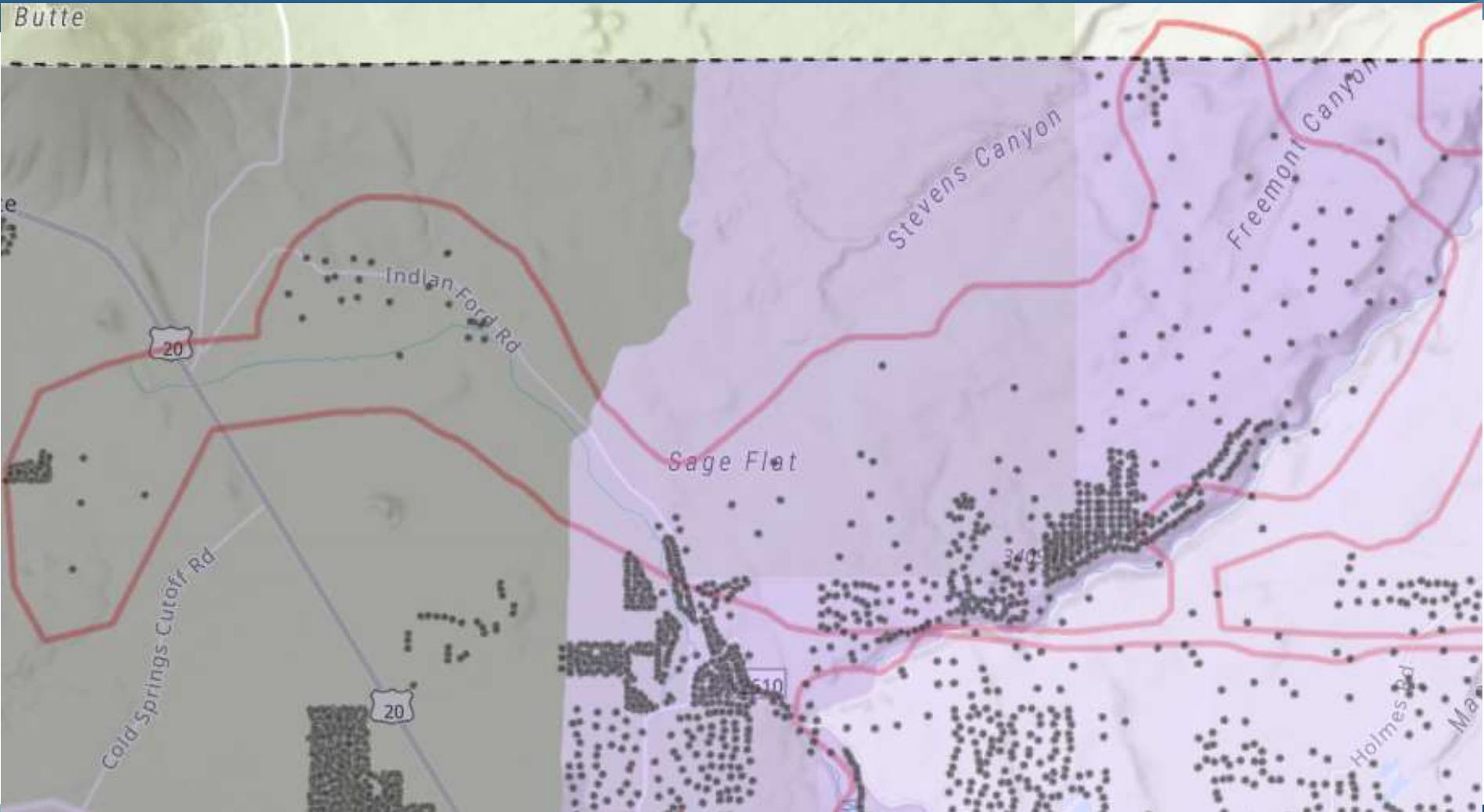
(Census Block Percentage of State)

- Over 130%
- Over 110% to 130%
- Over 90% to 110%
- Over 70% to 90%
- 70% or less

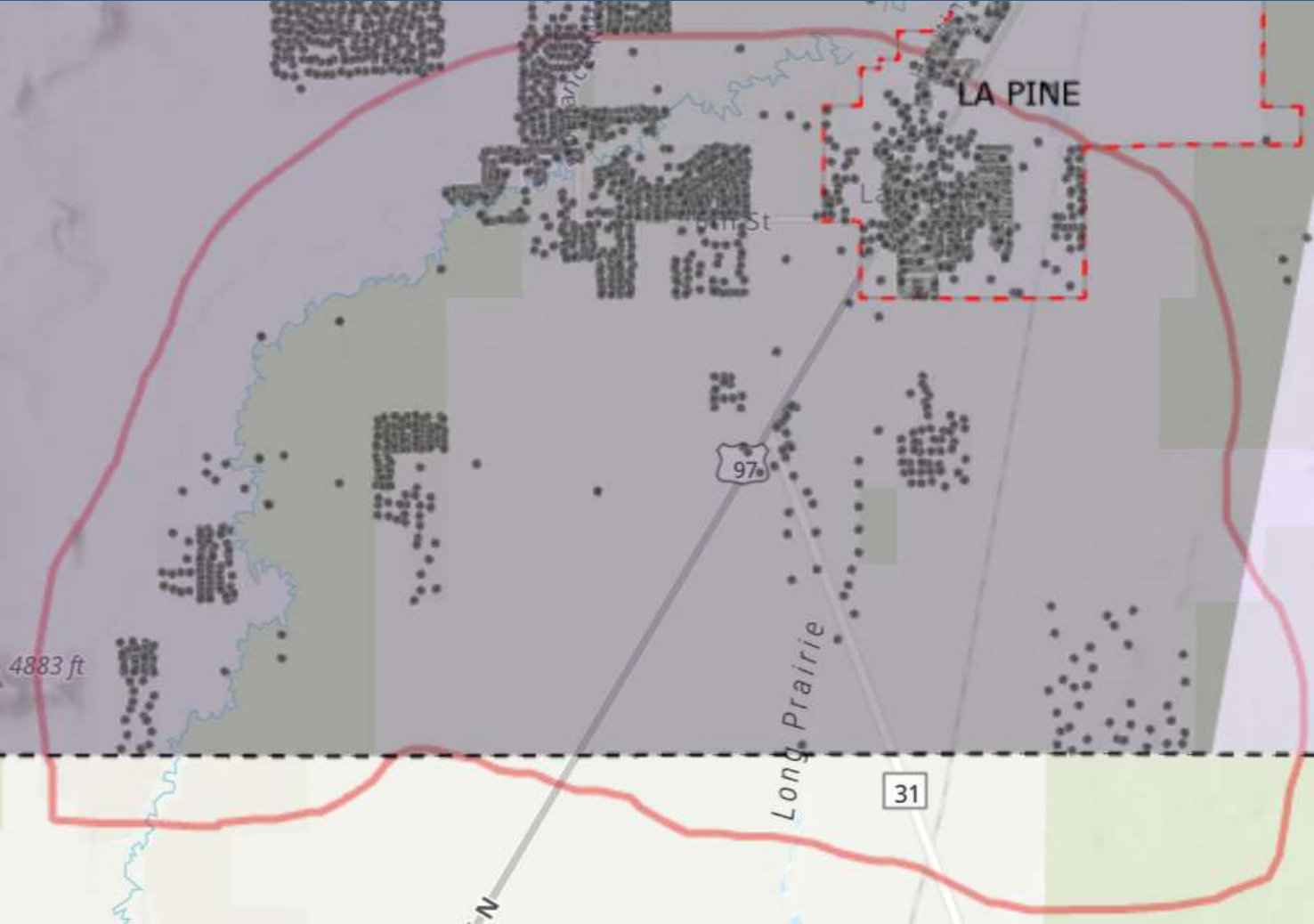
# Around Terrebonne



# North of Sisters



# South of La Pine



# A. Fiber-to-the-Premises (FTTP)

| Consideration                           | Amount/Level  |
|---|---------------|
| Technical Requirements and Costs        | <b>High</b>   |
| Linked projects                         | <b>High</b>   |
| Governance, Ownership, and Partnerships | <b>Low</b>    |
| Equitable access and affordability      | <b>High</b>   |
| Financial, Legal, and Regulatory        | <b>Medium</b> |

## B. Local Routing of Local Traffic

- ▶ Decrease costs, improve performance, and increase resilience
- ▶ Interconnection of providers and major enterprise/institutional networks via COIX
  - Regional internet exchanges can be assets for regional competitiveness
- ▶ Currently connected:
  - BendTel data center, Cascade Divide datacenter, and Lumen's Bend central office interconnected via dark fiber donated by BendTel
  - All local/regional network service providers
- ▶ Currently not connected: The Vault data center and TDS Telecom; Lumen routes all CenturyLink traffic through Portland

## B. Local Routing of Local Traffic

| Consideration                           | Amount/Level  |
|---|---------------|
| Technical Requirements and Costs        | <b>Low</b>    |
| Linked projects                         | <b>Medium</b> |
| Governance, Ownership, and Partnerships | <b>Medium</b> |
| Equitable access and affordability      | <b>Medium</b> |
| Financial, Legal, and Regulatory        | <b>Low</b>    |

## C. Redundant Middle-mile Fiber Route

- ▶ Between Bend and Salem via Santiam River Canyon
- ▶ Increase resilience
- ▶ Meet long-term demand for additional backhaul capacity
- ▶ Many partners
- ▶ Costly but numerous funding sources
- ▶ Strong regional linkage



## C. Redundant Middle-mile Fiber Route

| Consideration                           | Amount/Level     |
|---|------------------|
| Technical Requirements and Costs        | <b>Very High</b> |
| Linked projects                         | <b>High</b>      |
| Governance, Ownership, and Partnerships | <b>High</b>      |
| Equitable access and affordability      | <b>Medium</b>    |
| Financial, Legal, and Regulatory        | <b>High</b>      |

## D. Wireless Broadband for Rural Areas

- ▶ Relatively inexpensive means to reach remote locations
- ▶ Relatively low-speed
- ▶ Requires backhaul—ideally via fiber—and towers
- ▶ Numerous prospective partners and providers
- ▶ Could be a key enabling technology for agriculture

## D. Wireless Broadband for Rural Areas

| Consideration                           | Amount/Level  |
|---|---------------|
| Technical Requirements and Costs        | <b>Medium</b> |
| Linked projects                         | <b>Medium</b> |
| Governance, Ownership, and Partnerships | <b>Medium</b> |
| Equitable access and affordability      | <b>Medium</b> |
| Financial, Legal, and Regulatory        | <b>Low</b>    |

# Recommendations

- ▶ Approach network development as economic development
- ▶ Designate a lead agency
- ▶ Establish a geographic information system
- ▶ Adopt smart policies for broadband development
- ▶ Include broadband in capital projects
- ▶ Review public spending on connectivity and aggregate demand
- ▶ Assess demand with data
- ▶ Identify and track network infrastructure
- ▶ Analyze locations for radio infrastructure
- ▶ Analyze routes for priority areas
- ▶ Track industry trends
- ▶ Utilize public assets

# Action Plan

1. Organization a task force for each priority project
2. Identify and fully engage stakeholders for priority areas
3. Define priority project areas, outcomes, tasks, and work products
4. Seek public funding
5. Maximize private investment

Questions?

THANK YOU  
FOR YOUR  
TIME!



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** September 6, 2023

**SUBJECT:** SB 1013 Overview / Residential Tenancies in RVs

**RECOMMENDED MOTION:**

None; information only.

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff will provide an overview of Senate Bill (SB) 1013, which allows counties to allow recreational vehicles as residential tenancies in rural residential areas, and highlight potential items for future consideration. Staff seeks feedback from the Board on a potential scope of work and timeline.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Tanya Saltzman, Senior Planner



## MEMORANDUM

**TO:** Deschutes County Board of Commissioners

**FROM:** Tanya Saltzman, AICP, Senior Planner

**DATE:** August 30, 2023

**SUBJECT:** Senate Bill 1013 / Recreational Vehicle Residential Tenancies

The purpose of this work session is to 1) provide an overview of Senate Bill (SB) 1013, which allows counties to allow recreational vehicles as residential tenancies in rural residential areas, 2) to highlight potential items for future consideration, and 3) to receive Board of County Commissioners (Board) feedback on a potential scope of work and timeline. The full text of SB 1013 is provided as an attachment to this memorandum.

### I. **SB 1013 / Overview**

The Oregon Legislature adopted SB 1013 into law on July 23, 2023 (Attachment 1); the law becomes effective January 1, 2024. SB 1013 authorizes a county to allow an owner of a lot or parcel in a rural area to site on the property one recreational vehicle that is used for residential purposes and is subject to a residential rental agreement and additional criteria outlined below. SB 1013 does not obligate a county to allow RVs as residential tenancies. SB 1013 shares some criteria with recent rural ADU legislation in SB 391, such as the requirement to provide sewage disposal, and differs in other ways—for instance, no fire hardening requirements are written into SB 1013, nor is there a minimum acreage. Staff is monitoring the legislative process to allow rural accessory dwelling units, and notes that the implementation process for SB 1013 will likely reveal similar complexities.

### II. **Selected Criteria**

Staff is currently drafting a legislative amendment that addresses the criteria in SB 1013. In addition, staff has identified other issues/criteria that touch on other issues not identified in the bill, including compatibility, snow load, and septic capacity. All of these issues will be presented to the Planning Commission, the Board, and the public through the legislative process.

#### **Criteria included in SB 1013:**

- Property cannot be in an urban reserve.



- A single-family dwelling that is occupied as the primary residence of the property owner must be sited on the property.
- There are no other dwelling units on the property and no portion of the single-family dwelling is rented as a residential tenancy.
- The RV cannot be utilized as a short-term rental.
- The RV must be owned or leased by the tenant.
- The property owner will provide essential services to the recreational vehicle space. Essential services are defined in ORS 90.100 as:
  - A. Sewage disposal, water supply, electrical supply and, if required by applicable law, any drainage system; and
  - B. Any other service or habitability obligation imposed by the rental agreement or [ORS 90.730 \(Landlord duty to maintain rented space, vacant spaces and common areas in habitable condition\)](#), the lack or violation of which creates a serious threat to the tenant's health, safety or property or makes the rented space unfit for occupancy.

#### **Options from SB 1013 for counties to require from the property owner:**

- Register the use with the county.
- Enter into a written residential rental agreement with the tenant of the recreational vehicle.
- Limit the amount of payments that the property owner may accept from the tenant under ORS 90.140 to those reasonably necessary to cover the owner's costs or losses.
- Require that the recreational vehicle comply with any reasonable appearance, repair, inspection or siting standards adopted by the county.

#### **Additional criteria for consideration not included in SB 1013:**

- Should a ramada/RV shelter be required to address snow load?
- Should the property owner provide storage for the tenant?
- Should there be a minimum acreage requirement to address both compatibility and wastewater issues?
- Should there be additional setbacks for the same reasons?
- What criteria should address fire (distance between primary dwelling and RV, for instance)?
- Other.

### **III. Proposed Timeline / Next Steps**

Staff understands that any legislative amendment with the potential to provide additional housing is a priority for the Board but is also cognizant of the complexities currently being addressed in the

finalization of rural accessory dwelling amendments, which could influence amendments codifying SB 1013. Staff offers the below timeline recognizing the potential need for flexibility.

Staff is preparing for a first evidentiary hearing before the Planning Commission on November 9, 2023. This means that notice, which includes draft amendments and findings, are required to be submitted to the Department of Land Conservation and Development (DLCD) 35 days prior, on October 5. Staff acknowledges that many decision points in the draft amendments that are currently unresolved will be solidified through the public process. Depending on the length of the Planning Commission process (duration of hearing, open record period, and deliberations) staff anticipates this matter coming before the Board in December.

Attachment:

1. SB 1013

# Enrolled Senate Bill 1013

Sponsored by Senators HAYDEN, LINTHICUM, SMITH DB; Representatives BOICE, DIEHL, GAMBA, HELFRICH, LEVY B, MORGAN (at the request of Clackamas County Chair Tootie Smith)

CHAPTER .....

AN ACT

Relating to residential tenancies in recreational vehicles; creating new provisions; and amending ORS 197.493.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1. Section 2 of this 2023 Act is added to and made a part of ORS chapter 215.**

**SECTION 2. (1) As used in this section:**

(a) "Recreational vehicle" means a recreational vehicle that has not been rendered structurally immobile and is titled with the Department of Transportation.

(b) "Rural area" means an area zoned for rural residential use as defined in ORS 215.501 or land that is within the urban growth boundary of a metropolitan service district, but not within the jurisdiction of any city, and zoned for residential use.

(2) A county may allow an owner of a lot or parcel in a rural area to site on the property one recreational vehicle that is used for residential purposes and is subject to a residential rental agreement, provided:

(a) The property is not within an area designated as an urban reserve as defined in ORS 195.137;

(b) A single-family dwelling that is occupied as the primary residence of the property owner is sited on the property;

(c) There are no other dwelling units on the property and no portion of the single-family dwelling is rented as a residential tenancy;

(d) The property owner will not allow the use of the recreational vehicle space or recreational vehicle for vacation occupancy, as defined in ORS 90.100, or other short-term uses;

(e) The recreational vehicle is owned or leased by the tenant; and

(f) The property owner will provide essential services to the recreational vehicle space, as described in ORS 90.100 (13)(b).

(3) A county may require that an owner of a lot or parcel who sites a recreational vehicle under this section:

(a) Register the use with the county.

(b) Enter into a written residential rental agreement with the tenant of the recreational vehicle.

(c) Limit the amount of payments that the property owner may accept from the tenant under ORS 90.140 to those reasonably necessary to cover the owner's costs or losses.

**(d) Require that the recreational vehicle comply with any reasonable appearance, repair, inspection or siting standards adopted by the county.**

**(4) Notwithstanding ORS 455.405, a recreational vehicle sited under this section is not subject to the state building code.**

**SECTION 3.** ORS 197.493 is amended to read:

197.493. (1) A state agency or local government may not prohibit the placement or occupancy of a recreational vehicle, or impose any limit on the length of occupancy of a recreational vehicle as a residential dwelling, solely on the grounds that the occupancy is in a recreational vehicle, if the recreational vehicle is:

**(a) Allowed under section 2 of this 2023 Act;**

[(a)(A)] **(b)(A)** Located in a manufactured dwelling park, mobile home park or recreational vehicle park;

(B) Occupied as a residential dwelling; and

(C) Lawfully connected to water and electrical supply systems and a sewage disposal system;

or

[(b)] **(c)** On a lot or parcel with a manufactured dwelling or single-family dwelling that is uninhabitable due to damages from a natural [disasters] **disaster**, including wildfires, earthquakes, flooding or storms, until no later than the date:

(A) The dwelling has been repaired or replaced and an occupancy permit has been issued;

(B) The local government makes a determination that the owner of the dwelling is unreasonably delaying in completing repairs or replacing the dwelling; or

(C) Twenty-four months after the date the dwelling first became uninhabitable.

(2) Subsection (1) of this section does not limit the authority of a state agency or local government to impose other special conditions on the placement or occupancy of a recreational vehicle.

**Passed by Senate April 5, 2023**

**Received by Governor:**

**Repassed by Senate June 15, 2023**

.....M.,....., 2023

**Approved:**

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Lori L. Brocker, Secretary of Senate

.....M.,....., 2023

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Rob Wagner, President of Senate

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Tina Kotek, Governor

**Passed by House May 31, 2023**

**Filed in Office of Secretary of State:**

.....M.,....., 2023

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Dan Rayfield, Speaker of House

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Secretary of State