



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JULY 23, 2025

Barnes Sawyer Rooms, 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 attend the meeting virtually via Zoom, see below.**

**Citizen Input:** The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing [citizeninput@deschutes.org](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/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

**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 an amendment to an agreement with the Oregon Criminal Justice Commission for an IMPACTS Grant for Stabilization Center services
- [2.](#) Approval of an intergovernmental agreement accepting funding from the Oregon Health Authority for Public Health services #185808
- [3.](#) Approval of a Notice of Intent to Award a contract for Yard Debris and Wood Waste Management Services
- [4.](#) Approval of an amendment to the Intergovernmental Agreement with the City of La Pine for law enforcement services
- [5.](#) Approval of Resolution No. 2025-033 to extend a 0.20 limited duration FTE for three months to allow the District Attorney's Office to continue the Organized Retail Theft prevention program
- [6.](#) Approval of an intergovernmental agreement with the Oregon Health Authority for the funding of Problem Gambling Services
- [7.](#) Approval of an intergovernmental agreement with the Oregon Health Authority for the funding of PATH services #PO-44300-00043924
- [8.](#) Authorization to apply for an Oregon Cold Case Investigation Association Grant

- [9.](#) Approval of a Notice of Intent to Award a contract to LRS Architects for design of the Deschutes County Downtown Campus Plan Project
- [10.](#) Approval of agreement extending the Emerging Adult Program Contract with Thrive Central Oregon
- [11.](#) Approval of a Notice of Intent to Award a contract for Hazardous Waste Transportation and Management Services to Clean Earth Environmental Solutions
12. Consideration of Board Signature on letter thanking Tim Whitehall, for service on the Forest View Special Road District
13. Consideration of Board Signature on letter appointing Lindsey Hardy, for service on the Solid Waste Advisory Committee as an alternate member
14. Consideration of Board Signature on letters thanking Bill Hepburn and appointing Kent Zook, Jill Stephens, John Shoemaker, and Jim Fister for service on the Sunriver Service District Managing Board
15. Approval of the Budget Committee meeting minutes for May 12 and May 14, 2025
16. Approval of the minutes of the May 21 and 28 and June 4, 11, and 16, 2025 BOCC meetings
17. Approval of the minutes of the June 27, 2025 Legislative Update meeting

## **ACTION ITEMS**

- [18.](#) **9:10 AM** 30-year service award—Kelli Candella, Administrative Supervisor for the Road Department
- [19.](#) **9:20 AM** Confirm appointments to the District Mapping Advisory Committee
- [20.](#) **9:35 AM** Review draft guidelines for the District Mapping Advisory Committee
- [21.](#) **10:20 AM** Consideration of request to amend the ARPA grant agreement with Sisters Habitat for Humanity to revise the project's AMI threshold
- [22.](#) **10:30 AM** Final Decision: Remand of a Thornburgh Destination Resort Modification
- [23.](#) **10:40 AM** License Agreement – Redmond School District (Tumalo Community School) for use of right-of-way on Wharton Avenue
- [24.](#) **10:55 AM** Solid Waste Disposal Fee Waivers for Fiscal Year 2026

- [25.](#) **11:00 AM** Consideration of Resolution 2025-031 adding 1.00 limited duration FTE within the Information Technology department
- [26.](#) **11:10 AM** Central Oregon Health Council's Community Health Project grant application
- [27.](#) **11:20 AM** Notice of Intent to Award a contract for the Behavioral Health Deflection Program
- [28.](#) **11:35 AM** Notice of Intent to Award a Contract for the County's Purchasing Card Program via Participating Addendum

## **LUNCH RECESS**

## **Continued ACTION ITEMS**

- [29.](#) **1:00 PM** Planning Division Work Plan Update & Direction
- [30.](#) **1:30 PM** Summer Audit Update

## **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.*

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

## **ADJOURN**





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of an amendment to an agreement with the Oregon Criminal Justice Commission for an IMPACTS Grant for Stabilization Center services

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-682, amending an agreement with the Oregon Criminal Justice Commission for an IMPACTS grant.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Deschutes County Stabilization Center (DCSC) opened in June of 2020. In October of 2020, the DCSC began operations 24/7 with \$2,403,519.52 of funding from a two-year Oregon Criminal Justice Commission's (CJC) IMPACTS grant. Through a series of amendments, the CJC IMPACTS grant term was extended to June 30, 2025, and funding increased to \$6,033,290. Deschutes County Health Services (DCHS) seeks Board of County Commissioners approval to accept IMPACTS grant amendment #7 extending the grant through December 2025 and awarding an additional \$378,491 of funding. Forthcoming amendments are anticipated that award the base IMPACTS funding for the July 1, 2025, to June 30, 2026, timeframe.

The Deschutes County Stabilization Center (DCSC) has become a model for how to divert individuals from the Criminal Justice System and other higher levels of care. We have been able to support 13 states and 9 Oregon Counties who have reached out to us to learn about our experience and how a model like the DCSC can work in other communities. Much of the work done at DCSC is proactive and preventative in nature by allowing individuals 24/7 access to mental health services when they need it most, often helping them avoid the emergency department or further decompensation.

Our data indicates the following:

- We have served over 4,829 unique individuals and conducted nearly 13,000 visits.
- 15% identify as houseless
- 15% of individuals served are brought to us voluntarily by Law Enforcement (LE)
- Average length of time LE spends at the DCSC dropping someone off is 4.02 minutes
- 23% of individuals served utilize the 23-hour observation/respite unit
- Average length of time in 23-hour observation/respite is 10.3 hours

- Approximately 14% of individuals served were diverted from the emergency department.
- 200 individuals served reported they would have ended their life had we not been open - 31% reported they did not know what they would have done.

Funding from this amendment will allow DCHS to continue to provide up to 23 consecutive hours of crisis observation, or stabilization for individuals in crisis, in order to de-escalate the severity of the crisis. The 23-hour stabilization, combined with a full array of services, improves our ability to divert individuals in crisis from emergency departments and jail. Funds will support current staffing (4) for six months, and 15% of indirect costs.

**BUDGET IMPACTS:**

Revenue of \$378,491 through December 31, 2025

**ATTENDANCE:**

Nicole Von Laven, Behavioral Health Program Manager

CRIMINAL JUSTICE COMMISSION  
IMPROVING PEOPLE’S ACCESS TO COMMUNITY-BASED TREATMENT, SUPPORTS, AND  
SERVICES (IMPACTS) GRANT PROGRAM  
GRANT AGREEMENT # IMP-20-02  
AMENDMENT NO. 07

This is Amendment Number 07 to Grant Agreement No. **IMP-20-02** (“Agreement”) between the **State of Oregon**, acting by and through the Criminal Justice Commission (“CJC”), and **Deschutes County** (“Grantee”).

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.
2. Amendment to Agreement. The Agreement is hereby amended as follows:

**A. Section 1 is amended and restated to update the Grant Funds amount as follows:**

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$6,411,781.57** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 45 days after the Project End Date.

**B. Section 4.a. is amended to include an additional disbursement as follows:**

- One installment in the amount of \$378,491.00 no later than July 30, 2025.

**C. The Project End Date stated in Exhibit A (Project Description and Budget) is amended and restated as follows:**

Project End Date: December 31, 2025

**D. The Budget Summary in Exhibit A is amended and restated as follows:**

**BUDGET SUMMARY:**

|                      | Grant Funds Awarded |
|----------------------|---------------------|
| Personnel            | \$5,374,395.77      |
| Contractual Services | \$346,385.39        |
| Equipment            | \$26,628.83         |
| Supplies             | \$41,142.03         |
| Travel/Training      | \$0                 |
| Rent/Utilities       | \$0                 |

IMPACTS Grant Program  
Grant No. IMP-20-02  
Amendment No. 07

|                              |                |
|------------------------------|----------------|
| Housing Assistance           | \$0            |
| Other                        | \$25,380.21    |
| Administrative/Indirect Cost | \$597,849.34   |
| Total                        | \$6,411,781.57 |

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

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

*The signatures of the parties follow on the next page.*

IMPACTS Grant Program  
Grant No. IMP-20-02  
Amendment No. 07

*Continued from the previous page.*

THE PARTIES, by executing this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**Grantee**

By: \_\_\_\_\_  
Signature of Grantee Date

Anthony DeBone, Chair, Board of County Commissioners  
\_\_\_\_\_  
Name & Title

93-6002292  
\_\_\_\_\_  
Federal Tax ID Number

000009MUNI (Secretary of State Registry)  
\_\_\_\_\_  
State Tax ID Number

**Criminal Justice Commission**

By: Ryan Keck 6/20/2025  
\_\_\_\_\_  
Ryan Keck, Interim Executive Director Date

Approved for Legal Sufficiency:

By email from AAG Joseph Callahan dated 6/18/25  
\_\_\_\_\_



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 16, 2025

**SUBJECT:** Approval of an intergovernmental agreement accepting funding from the Oregon Health Authority for Public Health services #185808

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-603 accepting funding from the Oregon Health Authority for Public Health services.

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Health Authority (OHA) intergovernmental agreement (IGA) #185808 outlines the program descriptions and reporting requirements for Deschutes County, the Local Public Health Authority (LPHA), for fiscal year (FY) 2026 and 2027, and provides \$4,878,337 of funding for FY 2026.

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

For FY 2026 Deschutes County Health Services anticipates \$5,392,318 of OHA funding for Public Health (PH) programming, exclusive of rollover funding. The \$4,878,337 awarded through this IGA is 90.47% of that total. The remaining balance is expected to be awarded through future amendments and includes, in part, the following:

- \$197,456 for Program Element (PE) 01, State Support for Public
- \$93,360 for PE 51-01 and PE 51-02 for PH modernization
- \$80,557 for PE 60 Suicide Prevention
- \$154,699 for PE 63, Mother, Child, Adolescent Health (MCAH) LPHA Community Lead Organizations

In FY 2025 DCHS received a total of \$7,584,513 for PH programs. This amount included the anticipated reduction and elimination of funding for the following: COVID funds, Ryan White

and MRC-STTRONG. Additionally, it included one-time funding for Public Health Practice (PHP) Immunization services and Community-Based Organizations (CBO) Mini-Grants, as well as rollover funding for Tobacco and Alcohol and Drug Prevention and Education Programs and PH Modernization. After adjusting for these one-time and discontinued funds, the total for FY 2025 was \$5,332,304. When compared, FY 2026 anticipated award is \$60,014 greater than FY 2025 funding.

**BUDGET IMPACTS:**

\$4,878,337 revenue for the term July 1, 2025 – June 30, 2026.

**ATTENDANCE:**

Heather Kaisner, Public Health Director

Cheryl Smallman, Health Services Business Officer

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

**AGREEMENT #185808-0****2025-2027 INTERGOVERNMENTAL AGREEMENT  
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Deschutes County, the Local Public Health Authority for Deschutes County (“LPHA”).

**RECITALS**

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

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

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

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

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

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

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

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



## AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on July 1, 2025, regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2027.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:  
This Agreement without Exhibits

[Exhibit A](#)      [Definitions](#)

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

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

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

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

[Exhibit F](#)      [Standard Terms and Conditions](#)

[Exhibit G](#)      [Required Federal Terms and Conditions](#)

[Exhibit H](#)      [Required Subcontract Provisions](#)

[Exhibit I](#)      [Subcontractor Insurance Requirements](#)

[Exhibit J](#)      [Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

All of the above exhibits are incorporated by reference into this Agreement. LPHA agrees to conduct the services listed in the Financial Assistance Award of Exhibit C as more specifically described in the Program Elements of Exhibit B, according to the terms of Exhibits D-I. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

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

**3. SIGNATURES.**

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

Signature: \_\_\_\_\_

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: \_\_\_\_\_

**DESCHUTES COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 29, 2025, copy of email approval in Agreement file.*

**REVIEWED BY:**

**OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: \_\_\_\_\_

## EXHIBIT A DEFINITIONS

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

1. **“Agreement”** means this 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“Assistance Listing #”** means the unique number assigned to identify a Federal Assistance Listing, formerly known as the Catalog of Federal Domestic Assistance (CFDA) number.
5. **“Claim”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3) (b) ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA/HITECH Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

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

### 2025-2027 PROGRAM ELEMENTS (PE)

| <u>PE NUMBER/SUB-ELEMENTS</u><br>AND TITLE | <u>FUND</u><br><u>TYPE</u> | <u>FEDERAL AGENCY/</u><br><u>GRANT TITLE</u> | <u>ASSIST-</u><br><u>ANCE</u><br><u>LISTING</u><br><u>#</u> | <u>HIPAA</u><br><u>RELATED</u><br><u>(Y/N)</u> | <u>SUB-</u><br><u>RECIPIENT</u><br><u>(Y/N)</u> |
|--------------------------------------------|----------------------------|----------------------------------------------|-------------------------------------------------------------|------------------------------------------------|-------------------------------------------------|
|--------------------------------------------|----------------------------|----------------------------------------------|-------------------------------------------------------------|------------------------------------------------|-------------------------------------------------|

#### PE 01 – State Support for Public Health

|                                                        |    |     |     |   |   |
|--------------------------------------------------------|----|-----|-----|---|---|
| <u>PE 01-01</u> State Support for Public Health (SSPH) | GF | N/A | N/A | N | N |
|--------------------------------------------------------|----|-----|-----|---|---|

#### PE 03 – Tuberculosis Case Management

|                                              |     |                                    |        |   |   |
|----------------------------------------------|-----|------------------------------------|--------|---|---|
| <u>PE 03</u> Tuberculosis Case Management    | N/A | N/A                                | N/A    | N | N |
| <u>PE 03-02</u> Tuberculosis Case Management | FF  | Tuberculosis Control & Elimination | 93.116 | N | Y |

#### PE 12 – Public Health Emergency Preparedness and Response (PHEP)

|                                                                     |    |                                                                                     |        |   |   |
|---------------------------------------------------------------------|----|-------------------------------------------------------------------------------------|--------|---|---|
| <u>PE 12-01</u> Public Health Emergency Preparedness Program (PHEP) | FF | CDC/Public Health Emergency Preparedness                                            | 93.069 | N | Y |
| <u>PE 12-02</u> COVID-19 Response                                   | FF | CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: | 93.354 | N | Y |

| <b><u>PE NUMBER/SUB-ELEMENTS<br/>AND TITLE</u></b> | <b><u>FUND<br/>TYPE</u></b> | <b><u>FEDERAL AGENCY/<br/>GRANT TITLE</u></b> | <b><u>ASSIST-<br/>ANCE<br/>LISTING<br/>#</u></b> | <b><u>HIPAA<br/>RELATED<br/>(Y/N)</u></b> | <b><u>SUB-<br/>RECIPIENT<br/>(Y/N)</u></b> |
|----------------------------------------------------|-----------------------------|-----------------------------------------------|--------------------------------------------------|-------------------------------------------|--------------------------------------------|
|                                                    |                             | Public Health Crisis Response                 |                                                  |                                           |                                            |

**PE 13 – Tobacco Prevention and Education Program (TPEP)**

|                                                                        |    |     |     |   |   |
|------------------------------------------------------------------------|----|-----|-----|---|---|
| <b><u>PE 13</u></b> Tobacco Prevention and Education Program (TPEP)    | GF | N/A | N/A | N | N |
| <b><u>PE 13-01</u></b> Tobacco Prevention and Education Program (TPEP) | OF | N/A | N/A | N | N |

**PE 36 – Alcohol Drug Prevention Education Program**

|                                                                   |    |                                                            |        |   |   |
|-------------------------------------------------------------------|----|------------------------------------------------------------|--------|---|---|
| <b><u>PE 36</u></b> Alcohol and Drug Prevention Education Program | FF | SAMHSA/ Substance Abuse Prevention & Treatment Block Grant | 93.959 | N | Y |
|                                                                   | OF | N/A                                                        | N/A    | N | N |
|                                                                   | GF | N/A                                                        | N/A    | N | N |
| <b><u>PE36-01</u></b> OSTPR Board Primary Prevention Funding      | OF | N/A                                                        | N/A    | N | N |

**PE 40 – Special Supplemental Nutrition Program for Women, Infants & Children**

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

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

|                                                            |       |                                                     |        |   |   |
|------------------------------------------------------------|-------|-----------------------------------------------------|--------|---|---|
| <b><u>PE 42-03</u></b> Perinatal General Funds & Title XIX | FF/GF | Title XIX Medicaid Admin/Medical Assistance Program | 93.778 | N | N |
| <b><u>PE 42-04</u></b> Babies First! General Funds         | GF    | N/A                                                 | N/A    | N | N |
| <b><u>PE 42-06</u></b> General Funds & Title XIX           | FF/GF | Title XIX Medicaid Admin/Medical Assistance Program | 93.778 | N | N |

| <b><u>PE NUMBER/SUB-ELEMENTS<br/>AND TITLE</u></b> | <b><u>FUND<br/>TYPE</u></b> | <b><u>FEDERAL AGENCY/<br/>GRANT TITLE</u></b> | <b><u>ASSIST-<br/>ANCE<br/>LISTING<br/>#</u></b> | <b><u>HIPAA<br/>RELATED<br/>(Y/N)</u></b> | <b><u>SUB-<br/>RECIPIENT<br/>(Y/N)</u></b> |
|----------------------------------------------------|-----------------------------|-----------------------------------------------|--------------------------------------------------|-------------------------------------------|--------------------------------------------|
| <b><u>PE 42-11</u></b> Title V                     | FF                          | HRSA/Maternal & Child Health Block Grants     | 93.994                                           | N                                         | Y                                          |
| <b><u>PE 42-12</u></b> Oregon Mothers Care Title V | FF                          | HRSA/Maternal & Child Health Block Grants     | 93.994                                           | Y                                         | Y                                          |
| <b><u>PE 42-13</u></b> Family Connects Oregon      | GF                          | N/A                                           | N/A                                              | N                                         | N                                          |
| <b><u>PE 42-14</u></b> Home Visiting               | GF                          | N/A                                           | N/A                                              | N                                         | N                                          |

**PE 44 – School-Based Health Centers (SBHC)**

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

**PE 46 – Reproductive Health**

|                                            |    |                               |        |   |   |
|--------------------------------------------|----|-------------------------------|--------|---|---|
| <b><u>PE 46-05</u></b> RH Community Access | FF | DHHS/Family Planning Services | 93.217 | N | Y |
|--------------------------------------------|----|-------------------------------|--------|---|---|

**PE 50 Safe Drinking Water Program**

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

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

|                                                                        |    |                                                                                                                   |        |   |   |
|------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------|--------|---|---|
| <b><u>PE 51-01</u></b> Leadership, Governance & Program Implementation | GF | N/A                                                                                                               | N/A    | N | N |
| <b><u>PE 51-02</u></b> Regional Partnership Implementation             | GF | N/A                                                                                                               | N/A    | N | N |
| <b><u>PE 51-03</u></b> ARPA WF Funding                                 | FF | CDC/Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response | 93.354 | N | Y |
| <b><u>PE 51-04</u></b> Modernization Special Projects                  | FF | CDC/Preventive Health and Health Services Block Grant                                                             | 93.991 | N | Y |

| <b><u>PE NUMBER/SUB-ELEMENTS<br/>AND TITLE</u></b>      | <b><u>FUND<br/>TYPE</u></b> | <b><u>FEDERAL AGENCY/<br/>GRANT TITLE</u></b>                       | <b><u>ASSIST-<br/>ANCE<br/>LISTING<br/>#</u></b> | <b><u>HIPAA<br/>RELATED<br/>(Y/N)</u></b> | <b><u>SUB-<br/>RECIPIENT<br/>(Y/N)</u></b> |
|---------------------------------------------------------|-----------------------------|---------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------|--------------------------------------------|
| <b><u>PE 51-05</u></b> CDC PH<br>Infrastructure Funding | FF                          | CDC's Collaboration with<br>Academia to Strengthen<br>Public Health | 93.967                                           | N                                         | Y                                          |

**PE 60 – Suicide Prevention, Intervention and Postvention**

|                                                                       |    |                                                                                                              |        |   |   |
|-----------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------|--------|---|---|
| <b><u>PE 60</u></b> Suicide Prevention,<br>Intervention & Postvention | FF | SAMHSA/Substance<br>Abuse and Mental Health<br>Services Projects of<br>Regional and National<br>Significance | 93.243 | N | Y |
|-----------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------|--------|---|---|

**PE 63 – MCAH LPHA Community Leads Organizations**

|                                                                                                   |    |     |     |   |   |
|---------------------------------------------------------------------------------------------------|----|-----|-----|---|---|
| <b><u>PE 63</u></b> Maternal and Child<br>Health LPHA Family<br>Connects Oregon Community<br>Lead | GF | N/A | N/A | Y | N |
|---------------------------------------------------------------------------------------------------|----|-----|-----|---|---|

**PE81 – HIV/STI Statewide Services (HSSS)**

|                                                                                |    |                                                      |       |   |   |
|--------------------------------------------------------------------------------|----|------------------------------------------------------|-------|---|---|
| <b><u>PE81-01 -</u></b> HIV/STI<br>Statewide Services (HSSS)<br>Federal Funds  | FF | HIV Prevention Activities<br>Health Department Based | 93.94 | N | Y |
| <b><u>PE81-02 -</u></b> HIV/STI<br>Statewide Services (HSSS)<br>Program Income | GF | N/A                                                  | N/A   | N | N |

**Fund Types:**

GF means State General Fund dollars.

OF means Other Fund dollars.

FF means Federal Funds.

19. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
20. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3.
21. **“Subcontractor”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.
22. **“Sub-Element”** means one of a related group of services within a Program Element. Each Sub-Element has a separate funding stream and has expenditures that must be reported separate from other Sub-Elements on the Financial Assistance Report.
23. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

## EXHIBIT B PROGRAM ELEMENT DESCRIPTIONS

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

#### **OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

#### **1. Description.**

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

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

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

#### **2. Definitions Specific to State Support for Public Health**

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

#### **3. Alignment with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at

[https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):



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

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

**b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:**

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old vaccination rates

- Adult influenza vaccination rates for ages 65+

**c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:**

- Priority Area: Reduce the spread of syphilis and prevent congenital syphilis
  - Percent of congenital cases of syphilis averted
  - Percent of cases interviewed
  - Percent completion of Centers for Disease Control and Prevention Core variables
  - Percent of cases treated with appropriate regimen within 14 days
- Priority Area: Protect people from preventable diseases by increasing vaccination rates
  - Demonstrated use of data to identify population(s) of focus
  - Demonstrated actions to improve access to influenza vaccination for residents of long-term care facilities
  - Demonstrated actions with health care providers or pharmacists to improve access to vaccination
  - Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - Demonstrated outreach and educational activities conducted with community partners

**4. Procedural and Operational Requirements.**

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

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA's Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:

<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>

- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:
 

<https://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and

Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.

- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.

**g. COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners, including CBOs and tribal partners where available in the jurisdiction, to assure adequate culturally and linguistically responsive COVID-19 -related services are available to the extent resources are available. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation have basic resources to support a successful isolation period. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

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

- (i) Provide public health communications (e.g. advertising, social media) that are culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.
- (j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

**(2) Testing**

LPHA must:

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

**(3) Case Investigation**

LPHA must:

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

**(4) Isolation.**

As resources allow and within the context of current COVID-19 Investigative Guidelines, LPHA must facilitate efforts, including partnering with community resources to link individuals needing isolation supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

**(5) Social services and wraparound supports.**

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

**(6) Tribal Nation support.**

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

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

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, isolation, and social service needs for migrant and seasonal farmworkers.
  - (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and transmission-based precautions in congregate care facilities.
  - (c) Vulnerable populations.** Support COVID-19 testing, infection control, isolation, and social services and wraparound supports for houseless individuals, individuals residing in houseless camps, individuals involved in the carceral system and other vulnerable populations at high risk for COVID-19.
- (8) Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

| <b>Fiscal Quarter</b>           | <b>Due Date</b> |
|---------------------------------|-----------------|
| First: July 1 – September 30    | October 30      |
| Second: October 1 – December 31 | January 30      |
| Third: January 1 – March 31     | April 30        |
| Fourth: April 1 – June 30       | August 20       |

**6. Reporting Requirements.**

Not applicable.

**7. Performance Measures.**

Not applicable.

**Program Element #03: Tuberculosis Services****OHA Program Responsible for Program Element:**

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

**1. Description.**

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

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

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born persons in Oregon to 0.4 Cases per 100,000 by 2025.

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

**2. Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease Latent TB Infection, or an abnormal chest x-ray finding suggestive of TB with negative sputum smears and culture results.
- e. **B-waiver Follow-Up:** B-waiver Follow-Up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. **Case:** A Case is an individual, as defined in OAR 333-017-000 who has been diagnosed by a health care provider, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months.

The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.

- h. Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
- i. Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB. May be completed in person or by video (VDOT, eDOT) or other technology deemed appropriate by OHA.
- j. Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in the definition of Medical Evaluation, below, or in the OHA Tuberculosis Investigative Guidelines.
- k. Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- l. Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:  
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- m. Latent TB Infection (LTBI):** TB infection in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- n. Medical Evaluation:** A complete medical examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- o. Suspected Case:** A Suspected Case, as defined in OAR 333-017-0000, is an individual whose illness is thought by a health care provider, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- p. TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

### 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

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

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

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

b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:**  
Not applicable

c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measure:**  
Not applicable

4. **Procedural and Operational Requirements.**

By accepting fee-for-service (FFS) funds to provide TB Case Management Services or B-waiver Follow-Up, LPHA agrees to conduct activities in accordance with the following requirements:

- LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA's Investigative Guidelines.
- LPHA will receive \$3500 for each new case of Active TB disease counted in Oregon and documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B-waiver Follow-Up.
- TB Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:



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

and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.

## 5. General Revenue and Expense Reporting.

In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5<sup>th</sup> business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver Follow-Ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA- PHD will remit FFS funds to LPHA. Funds under this program element will not be paid in advance or on a 1/12<sup>th</sup> schedule.

## 6. Program Reporting Requirements.

LPHA must prepare and submit the following reports to OHA:

- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at [https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBER\\_CULOSIS/Pages/tools.aspx](https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBER_CULOSIS/Pages/tools.aspx) . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
- b. LPHA must submit data regarding Contact investigations via ORPHEUS or other mechanism deemed acceptable by OHA. Contact investigations are not required for strictly extrapulmonary cases.

## 7. Performance Measures.

If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:

- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
- b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
- c. For Contacts of sputum AFB smear-positive TB Cases, **94.0% will be evaluated for infection and disease.**
- d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **92.0% will start treatment.**
- e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **93.0% will complete treatment.**
- f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **99% will have a sputum culture result reported.**

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

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

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

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities<sup>1</sup> and the 10 Priority Areas as defined by the CDCs Public Health Response Readiness Framework.<sup>13</sup>

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

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

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

- a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,<sup>3</sup> including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in congregate settings, older adults, pregnant and postpartum people, people with disabilities,<sup>4</sup> people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and people experiencing homelessness.<sup>5</sup>
- b. **Base Plan:** A plan that is maintained by the LPHA describing fundamental roles, responsibilities, and activities performed during prevention, preparedness, mitigation, response, and recovery phases of FEMA’s disaster management cycle. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, All-Hazards Public Health Emergency Preparedness and Response Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature. The County Emergency Operations Plan (EOP) ESF8 Annex may specify **which health and medical agencies are responsible for what activities** (including the LPHA); the Public Health All-Hazards Base Plan specifies **how the LPHA will conduct its operations** during a response. The County EOP ESF8 Annex and the Public Health All-Hazards Base Plan may be the same document but maintained by PHEPR funded staff.
- c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, the Budget Period is July 1 through June 30.

- d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.<sup>1</sup>
- f. **Due Date:** If a due date falls on a weekend or holiday, the due date will be the next business day following.
- g. **Equity:** The State of Oregon definition of equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.<sup>6</sup> Examples of historically underserved and marginalized populations include but are not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- i. **Health Security, Preparedness, and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and The Nine Federally Recognized Tribes of Oregon to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- l. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.<sup>7</sup>
- m. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.<sup>8</sup>
- n. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.<sup>9</sup>

- o. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.
- p. **Regional Emergency Coordinator (REC):** Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities' public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

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

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

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

Note: Emergency preparedness crosses over all foundational programs.

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:  
Not applicable

- c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:**

Not applicable

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

- a. Submit a local program plan and local program budget to OHA for approval by August 15 of every year. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA HSPR will provide to LPHA. LPHA must also use the OHA PHEPR budget template which is set forth in Attachment 1 to this Program Element description. Once approved, the local program plan and local program budget are incorporated herein by this reference.

The local program plan should focus on health equity by assessing and addressing equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with access and functional needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, work plans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.<sup>2</sup> Notwithstanding any other provision of this Program Element, LPHA will not unlawfully discriminate against anyone on the basis of including but not limited to: race, color, national origin, sex (includes pregnancy-related conditions), sexual orientation (includes gender identity), marital status, religion, disability, age, or veteran status.

- b. Engage in activities as described in its OHA-approved local program plan.
- c. Use funds for this Program Element in accordance with its OHA-approved local program budget.

- (1) **Contingent Emergency Response Funding:** Such funding, as available, is subject to restrictions imposed by the CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be OHA HSPR's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.

- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance Attachment 2 (Use of Funds) and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.
  - (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
  - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
  - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners to include, but not limited to, The Nine Federally Recognized Tribes of Oregon, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.<sup>10</sup>
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
  - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
  - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:<sup>10</sup>
    - (a) Prioritizing health equity as referenced in Section 4.a.
    - (b) Coordination with community-based organizations.
    - (c) Development or expansion of child-focused planning and partnerships.
    - (d) Engaging field/area office on aging.
    - (e) Engaging behavioral health partners.
  - (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the work plan minimum requirements (including collaborating with OHA HSPR on statewide Multi-Year Integrated Preparedness Plan requirements) which OHA HSPR has provided to LPHA.
  - (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.<sup>10</sup>
  - (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response, and recovery efforts. Portfolio

must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.

- e. **Assessing Local Public Health Emergency Risks and Hazards:** LPHA must participate in or complete one of the following at least every two years.
  - (1) Health Care Coalition Hazard Vulnerability Assessment
  - (2) Public Health Climate Related Risk Assessment
  - (3) Public Health Emergency Risk Assessment utilizing a HSPR provided or approved template
  - (4) The County's Hazard or Risk Assessment process e.g., Natural Hazard Mitigation Plan (NHMP), Hazard Vulnerability Assessment (HVA), or Threat and Hazard Identification and Risk Assessment (THIRA)
- f. **PHEPR Work Plan:** LPHA must annually submit to HSPR on or before September 15, an annual work plan update. PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
  - (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
    - (a) Planning
    - (b) Training and education
    - (c) Exercises
    - (d) Community Education and Outreach and Partner Collaboration
    - (e) Administrative and Fiscal activities
  - (2) Activities should include or address health equity considerations as outlined in Section 4.a.
  - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, the LPHA may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA HSPR has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.
- h. **24/7/365 Emergency Contact Capability.**
  - (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report diseases and public health emergencies within the LPHA service area.



- (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message.
  - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.<sup>2</sup>
  - (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call. .
- (2) An LPHA official should respond within 60 minutes, to calls received on 24/7/365 telephone number.
  - (a) LPHA must self-report in their work plan an annual test or real-world utilization during an emergency or incident of their 24/7/365 telephone line and results of a call, including any needed improvements to the process.
  - (b) LPHAs can request HSPR conduct a test on their behalf.
  - (c) LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.
  - (d) LPHAs are encouraged to document their 24/7/365 procedure or process in the Base Plan.

**i. HAN**

- (1) A HAN Administrator must be appointed for the LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2) The HAN Administrator must:
  - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
  - (b) Complete appropriate HAN training for their role.
  - (c) Coordinate with the State HAN Coordinator to ensure roles are correctly assigned within each county.
  - (d) Facilitate in the development of the HAN accounts for new LPHA users
  - (e) Ensure local HAN user and county role directory is maintained to include at a minimum of Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator (PHEPR), PIO, local HAN Administrator, and Public Health Director/Administrator (add, modify and delete users, and ensure they have the correct level of access) HAN Administrator must review LPHA HAN users two times annually including adding and deleting users and add dates of review in work plan.
  - (f) Act as a single point of contact for all LPHA HAN issues, user groups, and training.

- (g) Serve as the LPHA authority on all HAN related access (excluding hospitals and The Nine Federally Recognized Tribes of Oregon).
        - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
        - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
  - j. **Exercise Requirements:** <sup>1</sup> LPHA must include at least one exercise per year (a qualifying incident may substitute for an exercise) as part of their annual work plan update. The series of exercises and training requirements identified within the work plan constitute the Multi-Year Integrated Preparedness Plan (MYIPP).
    - (1) For an exercise or incident to qualify under this requirement the exercise or incident must follow the below process:
      - (a) **Exercise:**

LPHA must:

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

During an incident LPHA must:

        - Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
        - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

**(2) Additional Exercise Requirements:**

- (a)** Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
- (b)** Address health equity considerations as outlined in Section 4.a.
- (c)** Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
- (d)** LPHA must work with Emergency Management to align with Emergency Management's Integrated Preparedness Plan, local health care partners and other community partners to integrate exercises, as appropriate.
- (e)** Identify a cycle of exercises that increase in complexity, address gaps, and/or test different capabilities over a three-year period. Exercises on the same hazard, capability, or plan over consecutive years should progress from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises).
- (f)** Participation in a HSPR-led exercise, when scheduled, is strongly encouraged by PHEPR funded staff.
- (g)** LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.<sup>2</sup>

**k. Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.<sup>7</sup> Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,<sup>1</sup> the Public Health Accreditation Board<sup>9</sup>, and the National Incident Management System.<sup>7</sup>

**(1) The training portion of the work plan must:**

- (a)** Orient new LPHA staff to public health emergency preparedness as a program and its role as a foundational capability per modernization.
- (b)** Identify and train appropriate LPHA staff<sup>11</sup> to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

**l. Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.

- (1)** LPHA must establish and maintain at a minimum the following plans, which combined constitute an ESF8 Emergency Operations Plan, All-Hazards Public Health Emergency Preparedness and Response Plan or another name as decided by the LPHA:
  - (a)** Base Plan.
  - (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.<sup>12</sup>
  - (c)** Continuity of Operations Plan (COOP)<sup>10</sup>
  - (d)** Communications and Information Plan.

- (2) All plans, annexes, and appendices must:
  - (a) Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
  - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local and regionally identified hazards,
  - (c) Comply with the NIMS,<sup>7</sup>
  - (d) Include a record of changes that includes a brief description, the date, and the author of the change made, and
  - (e) Include health equity considerations as outlined in [Section 4b](#).

## 5. General Revenue and Expense Reporting.

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

## 6. Program Reporting Requirements.

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
- b. **Mid-year check-ins and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates prior to the end-of-year review.
  - (1) Mid-year work plan check-ins may be conducted between October 1 and March 31.
  - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be replaced with a Triennial Review when it falls within the end-of-year review period. This Agreement will be integrated into the Triennial Review Process.

7. **Performance Measures:** LPHA will progress local, regional, and statewide emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and the 10 Priority Areas as defined by the CDC's Public Health Response Readiness Framework and is evaluated by End of Year and Triennial Reviews.<sup>1,</sup>

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ATTACHMENT 1\*<sup>1</sup>

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

\* A fillable template is available from a HSPR REC

**Attachment 2: Use of Funds****Subject to CDC grant requirements, funds may be used for the following:**

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

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

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

## ATTACHMENT 3\*

## Incident/Exercise Summary Report

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

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



## References

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

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

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, permitted activities are in the following areas:

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

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working

together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy, as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

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

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

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

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

## 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

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

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

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

|                                                               |  |   |   |   |  |   |   |   |   |   |   |  |
|---------------------------------------------------------------|--|---|---|---|--|---|---|---|---|---|---|--|
| <b>Facilitation of Community Partnerships</b>                 |  | * |   | X |  | X | X | X | X | X | X |  |
| <b>Creating Tobacco-free Environments</b>                     |  | * |   | X |  | X | X | X | X | X | X |  |
| <b>Countering Pro-Tobacco Influences</b>                      |  | * |   |   |  | X | X | X | X | X | X |  |
| <b>Promoting Quitting Among Adults and Youth</b>              |  | X |   | * |  | X | X | X | X | X | X |  |
| <b>Enforcement</b>                                            |  | * | X |   |  | X | X | X | X | X | X |  |
| <b>Reducing the Burden of Tobacco-Related Chronic Disease</b> |  | * |   | X |  | X | X | X | X | X | X |  |

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

#### 4. Procedural and Operational Requirements.

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

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

- h. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, and the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

## 5. General Revenue and Expense Reporting.

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

## 6. Program Reporting Requirements.

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

## 7. Performance Measures.

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

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

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

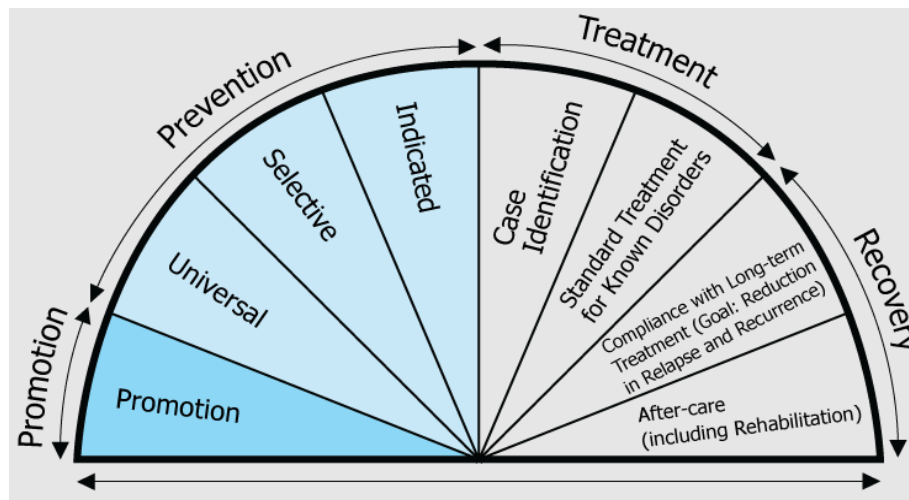
**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Alcohol and Drug Prevention and Education Program (ADPEP).

ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

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

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



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

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

This Program Element contains two sub-elements:

- a. Alcohol and Drug Prevention and Education Program (ADPEP) funding (PE 36)
- b. The Opioid Settlement Prevention, Treatment and Recovery (OSPTR) Board Primary Prevention (PE 36-01 funding to support LPHAs to bolster workforce capacity and evidence-based primary prevention strategies for substance use, substance use disorder, and overdose).

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

## 2. Definitions Specific to this Program Element

Not applicable

## 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at:

[http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

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

|                                     |  |   |   |   |   |   |   |   |   |   |   |  |
|-------------------------------------|--|---|---|---|---|---|---|---|---|---|---|--|
| Environmental/Social Policy         |  | * | X | X |   | X | X | X | X | X | X |  |
| Problem Identification and Referral |  | * |   | X | X | X | X | X | X | X | X |  |

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

#### 4. Procedural and Operational Requirements.

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

- a. Requirements that apply to PE 36 Alcohol and Drug Prevention and Education Program (ADPEP) funding:

LPHA must:

- (1) Submit to OHA, on a timeline proposed by OHA its local program budget and a Biennial Local Alcohol and Other Drug Prevention Program Plan, as outlined in the biennial program plan guidance, which details strategies to be implemented, as outlined in Section 4.a.(2), of this Program Element, for OHA approval. Once approved by OHA, the local program budget is incorporated herein by this reference.
- (2) Engage in activities, throughout the biennium, in accordance with its Biennial Local Alcohol and Other Drug Prevention Program Plan, which has been approved by OHA and incorporated herein with this reference, including but not limited to, the following types of activities:
  - (a) Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));
  - (b) Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);
  - (c) Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);
  - (d) Community Based Processes -- provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);
  - (e) Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);



- (f) Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).
- (3) Use funds for this Program Element in accordance with the OHA-approved local program budget. Modifications to the local program budget may only be made with OHA approval
  - (a) Budget adjustments of up to 10% of the cumulative award amount are allowable between or within budget categories and line items. Modification to the local program budget exceeding 10% of the cumulative award amount between or within the budget categories and line items may only be made with prior written approval from OHA.
  - (b) Consistent with the OHA-approved local program budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Program Element and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Program Element. Travel to attend out of state events or conferences is permitted if content is applicable to the Biennial Local Alcohol and Other Drug Prevention Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.
- b. **Requirements that apply to PE 36-01 Opioid Settlement Prevention, Treatment and Recovery (OSTPR) Board Primary Prevention funding:**
  - (1) Submit to OHA, on a timeline proposed by OHA, a local program budget and a Substance Use Primary Prevention local program plan which details strategies to be implemented, as outlined in Section 4.b.(2), of this Program Element, to prevent substance use, substance use disorder and overdose. Once approved by OHA, the local program budget is incorporated herein by this reference
  - (2) Engage in activities in accordance with the OHA-approved Substance Use Primary Prevention local program plan, by conducting primary prevention activities to prevent substance use, substance use disorder and overdose. The activities may include but are not limited to:
    - (a) Support community-based prevention strategies, education, or intervention (e.g., build community resilience, improve emotional wellbeing, increase social connectedness).
    - (b) Improve access to community resources and supports for at-risk populations (e.g., mental health resources, access to healthy food, positive after school activities).
    - (c) Increase strategies that target affordable housing, education and employment.
    - (d) Develop targeted outreach or media campaigns.
    - (e) Increase workforce development and training for primary prevention.

- (3) Use of funds for this Program Element in accordance with the OHA-approved local program budget. Modifications to the local program budget may only be made with OHA approval.
- (a) Budget adjustments of up to 10% of the PE 36-01 award amount are allowable between or within Local Program Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the PE 36-01 award amount between or within the Local Program Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.
  - (b) Consistent with the OHA-approved Local Program Budget and Plan, funds may be used for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the Substance Use Primary Prevention Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.
- c. LPHA must coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.
- d. LPHA must participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

## 5. General Revenue and Expense Reporting.

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Program Reporting Requirements.****a. For PE 36, LPHA must:**

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

**b. For PE 36-01, LPHA must:**

- (1) Submit written Progress Reports to OHA using forms and procedures provided by OHA to describe results and progress toward achieving the goals and objectives through implementing the evidence-based strategies set forth in the LPHA's OHA-approved Substance Use Primary Prevention Local Program Plan, as well as any obstacles encountered, successes and lessons learned. These reports must be submitted to OHA biannually on the following schedule:

| Reporting Period     | Due Date   |
|----------------------|------------|
| July 1 – December 31 | January 30 |
| January 1 – June 30  | July 30    |

**7. Performance Measures.**

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

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

**OHA Program Responsible for Program Element:**

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

**Description of Program Element.**

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

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

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

**A. General (“WIC”) Services**

**1. Description of WIC Services.**

WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.

**2. Definitions Specific to WIC Services**

- a. Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
- b. Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s Caseload management performance and is used in determining NSA funding for LPHA.
- c. Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.
- d. Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.
- e. Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.

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

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

### 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at:

[http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

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

| Program Components                                | Foundational Program |   |  |   |   | Foundational Capabilities |   |   |   |  |   |  |
|---------------------------------------------------|----------------------|---|--|---|---|---------------------------|---|---|---|--|---|--|
| WIC Services: Breastfeeding Education and Support |                      | * |  | X | X | X                         | X | X | X |  | X |  |
| WIC Services: Referrals and Access to Care        | X                    | X |  | X | * |                           | X | X |   |  |   |  |
| WIC Services: Provision of Supplemental Foods     |                      | X |  | X | * |                           | X |   |   |  |   |  |
| FDNP Services                                     |                      | X |  | X | * |                           | X |   |   |  |   |  |
| BFPC Services                                     |                      | * |  | X | X |                           | X |   |   |  | X |  |

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Measures:

Not applicable

- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

#### 4. Procedural and Operational Requirements.

All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. WIC services need to be provided in such a manner as to allow timely access to program services by WIC Participants By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

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

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

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

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

LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance

Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO MCH Agreement. A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent and/or is a Registered Dietitian Nutritionist (RDN) with the Commission on Dietetic Registration.

**c. General WIC Services Requirements.**

- (1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.
- (2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.
- (3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.
- (4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.
- (5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.
- (7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves



the right to approve or require modification to the Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.

- (8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.
- (9) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246, Subpart F, §246.19(b)(1)-(6); and the CLHO MCH Agreement. The scope of this review is described in Policy 215 in the WIC Manual.

## 5. General Revenue and Expense Reporting.

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

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

## 6. Program Reporting Requirements.

In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:

- a. Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.
- b. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
- c. Annual WIC budget projection for the following state fiscal year.
- d. Nutrition Services Plan.

## 7. Performance Measures.

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

**B. Farm Direct Nutrition Program (FDNP) Services.****1. General Description of FDNP Services.**

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

**2. Definitions Specific to FDNP Services.**

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

- a. Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and cut culinary herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
- b. Farmers Market:** Group of producers, including local farmers who grow fruits, vegetable, or culinary herbs, who assemble at a defined location for the purpose of selling their produce directly to consumers.
- c. FDNP Season:** June 1 – November 30.
- d. Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.
- e. FDNP:** The WIC Farm Direct Nutrition Program (known federally as the Farmers Market Nutrition Program) authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.
- f. Locally Grown Produce:** Produce grown within Oregon's borders but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
- g. Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants older than 4 months of age and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.

**3. Procedural and Operational Requirements for FDNP Services.**

All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
- b. General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
  - (1) Voucher Distribution:** OHA will deliver FDNP vouchers to LPHA who will be responsible for distribution of these vouchers to Recipients. Each Recipient

must be issued one packet of vouchers after confirmation of eligibility status. The number of voucher packets allowed per family will be announced before each Season begins.

- (2) **Recipient Education:** Vouchers must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with vouchers. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Policy 1100 3.0 'Participant Orientation' in the WIC Manual.
- (3) **Security:** Vouchers must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked vouchers.
- (4) **Voucher Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.
- (5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the OHA FDNP coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual
- (6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

#### 4. Reporting Requirements.

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

### C. Breastfeeding Peer Counseling (BFPC) Services

#### 1. General Description of BFPC Services.

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

#### 2. Definitions Specific to BFPC Services.

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

- a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by CLHO MCH and CLHO Executive Committee December 2004 and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.

- b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.
- c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual. The BFPC Coordinator must be a Board Certified Lactation Consultant (IBCLC).
- d. **Peer Counseling Caseload:** For any month, the sum of the actual number of Participants assigned to a Peer Counselor.
- e. **Peer Counselor:** A peer support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant Participants and Breastfeeding Participants who are participating in the BFPC program.
- f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

### 3. **Procedural and Operational Requirements of the BFPC Services.**

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

#### a. **Staffing Requirements and Staff Qualifications.**

- (1) LPHA must provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.
- (2) LPHA shall recruit and select Participants from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

#### b. **General BFPC Service Requirements**

- (1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.
- (3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.
- (4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.

- (5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.
- (7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
- (8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.
- (9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.
- (11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
- (12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

#### 4. **Performance Measures:**

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

#### 5. **Reporting Obligations and Periodic Reporting Requirements.**

In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

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

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

Public Health Division/Center for Health Prevention & Health Promotion/Family and Child Health (FCH) Section

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

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

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

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

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

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

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

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

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

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

- b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:**

Not Applicable

- c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:**

Not Applicable

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

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], further defined by Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:

(a) **MCH Title V (PE42-11):**

- i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
- ii. Title V funds shall not be used as match for any federal funding source.
- iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section 4.b.
- iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].

(b) **MCAH Perinatal, Child and Adolescent Health General Funds and Title XIX**



**General Funds (PE42-03):** a. Funds must be used for public health services for people during the perinatal period (one year prior to conception through two years postpartum), infants, children or adolescents. b. Funds shall not be used as match for any federal funding source

(c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for FCH PHN Home Visiting Services (Babies First!, Nurse Family Partnership).



- (d) **MCAH Oregon MothersCare Title V (PE42-12):** Funds must be used for implementing OMC.
- i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
  - ii. Title V funds shall not be used as match for any federal funding source.
  - iii. Title V funds must be used for services that support federal or state- identified Title V MCAH priorities as outlined in section.
  - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].

b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant women and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant women and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
- (2) LPHA must submit an annual plan for use of Title V funds, demonstrating how Title V funds support activities directly related to Oregon’s Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:
  - (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
  - (b) Strategies, measures and timelines that coordinate with and support Oregon’s Title V priorities, strategies and Action Plan;
  - (c) Plan to measure progress and outcomes of the Title V funded activities;
  - (d) Prior year use of Title V funds; and
  - (e) Projected use of Title V funds and other funds supporting the Title V annual plan.
- (3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:

- (a) **Oregon's current Title V MCH Block Grant Application including:**
      - i. Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, Cross- Cutting or Systems.
      - ii. Oregon's evidence-based/informed Title V strategies and measures
      - iii. Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).
  - c. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services.**
    - (1) State MCAH Perinatal, Child and Adolescent Health General Fund work may be used to address the following:
      - (a) Title V MCH Block Grant Services as described above.
      - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
      - (c) Perinatal health services such as FCH Public Health Nurse Home Visiting Services, Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
      - (d) Infant and child health services such as FCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi- Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
      - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
  - d. **OMC Services.** All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
    - (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.
    - (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant people.
    - (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.

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

- iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
- (b) Nurse Family Partnership: LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.
- (2) Activities and Services
  - (a) Babies First!: services may be provided to eligible perinatal people, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Family and Child Health Section.
  - (b) Nurse Family Partnership: Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.
- (3) Nursing Practice. All PHNs working in the Babies First! or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.
- (4) Targeted Case Management. If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410- 138-0390.
- (5) Early Hearing Detection and Intervention (EHDI) Notifications: Babies First!/Family Connects Oregon/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

## 5. General Revenue and Expense Reporting.

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

**6. Program Reporting Requirements.****a. Reporting Obligations and Periodic Reporting Requirements for MCAH Services.**

Title V Block Grant Services

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

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

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

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

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

- (1) For all individuals who receive FCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state- designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.
- (2) LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

**7. Performance Measures.**

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

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

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

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

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2022 Oregon Student Health Survey, about 39% of both 8<sup>th</sup> and 11<sup>th</sup> graders said they had not seen a doctor or nurse for a check-up in the past year. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

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

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

- a. **Biennium:** June 1 to June 30 of the specified years as set forth on the first page of this Agreement.
- b. **Culturally and Linguistically Responsive Services:** means the provision of effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.
- c. **School-Based Health Center ("SBHC"):** has the meaning given the term in ORS 413.225
- d. **SBHC Standards for Certification:** In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification, Version 4 are found at:  
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

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

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

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

**b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:**

Not applicable

**c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:**

Not applicable

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

- Use funds provided under this Agreement for SBHC Services only to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.
- Deliver all SBHC Services in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- The SBHC Standards for Certification, Version 4 including administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

- d. Provide oversight and technical assistance so that each SBHC in the LPHA's jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. Assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA agrees to conduct Mental Health Expansion Grant activities in accordance with the following requirements:
  - (1) Use funds provided under this Agreement to support mental health staff capacity (FTE) within the school-based health center system. Funding can be used to support multiple positions within each SBHC. Funding must be used to provide Culturally and Linguistically Responsive Health Services that are inclusive and welcoming for youth from diverse backgrounds.
  - (2) Use funds in compliance with the full list of SBHC Mental Health Expansion Grant award requirements that are posted on the OHA website:  
<https://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/mh-expansion-grant.aspx>
- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a School-Linked Telehealth Grant from OHA. LPHA agrees to conduct School-Linked Telehealth Grant activities in accordance with the following requirements:
  - (1) SBHC must be the distant site (i.e., where the provider is located) that provides telehealth in originating sites (i.e., where the patient is receiving the telehealth service) that are schools without SBHCs as outlined in HB 2591 (Chapter 619, Or Laws, 2021).
  - (2) Funds provided under this Agreement must be used to support a School-Linked Telehealth Pilot Project by:
    - (a) Supporting staffing, the purchase of technical equipment, costs associated with conducting a needs assessment, and/or supporting technical assistance related to School-Linked Telehealth Pilot planning and operations; and
    - (b) Supporting increased school nurse capacity and offsetting costs incurred by the school district/educational service district's participation in the pilot project.
  - (3) LPHA must participate in monthly technical assistance or learning collaborative calls with other School-Linked Telehealth Grantees and engage in evaluation planning and data collection with the OHA SBHC State Program Office (SPO).
- h. This Section 4.h. is only applicable to LPHA if LPHA is selected to receive one-time funding from OHA. OHA occasionally provides one-time grant funding to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHCs. LPHA will be notified when these one-time grant funding opportunities become available.
  - (1) If one-time only funding becomes available, OHA will issue one-time funding guidance and LPHA may submit an application outlining activities, timeline and budget. The application is subject to approval by the OHA School-Based Health Center program.
  - (2) If LPHA is awarded one-time grant funds, it will fulfill all activities and use funds in accordance with funding guidance and OHA-approved application and submit reports as prescribed by OHA.



- 5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement each quarter of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

| <b>Fiscal Quarter</b>           | <b>Due Date</b> |
|---------------------------------|-----------------|
| First: July 1 – September 30    | October 30      |
| Second: October 1 – December 31 | January 30      |
| Third: January 1 – March 31     | April 30        |
| Fourth: April 1 – June 30       | August 20       |

**6. Program Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).
- c. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- d. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- e. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- f. If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings with the SPO and submit annual narrative grant reports. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports.
- g. If LPHA received a School-Linked Telehealth Grant, LPHA must submit a mid-project report and a final project report. OHA will work with the LPHA to supply the due date and required format for the reports.

**7. Performance Measures.**

Not applicable

**Program Element # 46: Reproductive Health****OHA Program Responsible for Program Element:**

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

**1. Description.**

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

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

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

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

**2. Definitions Specific to Reproductive Health.**

Not applicable.

**3. Program with Modernization Foundational Programs and Foundational Capabilities.**

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at:

[https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

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

|                                              |  |          |  |   |  |  |          |          |          |          |          |  |
|----------------------------------------------|--|----------|--|---|--|--|----------|----------|----------|----------|----------|--|
| <b>Partnerships and Community Engagement</b> |  |          |  | * |  |  | <b>X</b> | <b>X</b> | <b>X</b> | <b>X</b> |          |  |
| <b>Gaps and Barriers to RH Services</b>      |  | <b>X</b> |  | * |  |  | <b>X</b> | <b>X</b> | <b>X</b> |          |          |  |
| <b>Programmatic and/or Policy Solutions</b>  |  | <b>X</b> |  | * |  |  | <b>X</b> | <b>X</b> |          | <b>X</b> | <b>X</b> |  |

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not Applicable

- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not Applicable

#### 4. Procedural and Operational Requirements.

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

- a. Submit local program plan and local program budget to OHA for approval by July 1 of every year. Once approved, the local program plan and local program budget become incorporated herein by reference.
- b. Engage in activities as described in its OHA- approved local program plan.
- c. LPHA must develop its local program plan as follows:
  - (1) The local program plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.
  - (2) The local program plan must address the Program Components as defined in Section 3 of this Program Element, that meet the needs of their specific community
  - (3) The local program plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
  - (4) The local program plan must outline how LPHA intends to ensure access to reproductive health services through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions
  - (5) OHA will review and approve all local program plans to ensure that they meet statutory and funding requirements relating to assurance of access to reproductive health services.
- d. Use funds for this Program Element in accordance with its OHA-approved local program budget, which has been approved by OHA.
- e. LPHA must use the Local Program Budget Template as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

**5. General Revenue and Expense Reporting.**

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

| <b>Fiscal Quarter</b>           | <b>Due Date</b> |
|---------------------------------|-----------------|
| First: July 1 – September 30    | October 30      |
| Second: October 1 – December 31 | January 30      |
| Third: January 1 – March 31     | April 30        |
| Fourth: April 1 – June 30       | August 20       |

**6. Program Reporting Requirements.**

LPHA must provide a mid-year progress report by February 1 of every year and include the status of activities between July and January and plans for activities between January and June;

Grantee must provide a final report with documentation by July 1 of every year and include accomplishments and challenges from their annual plan.

**7. Performance Measures.**

Not applicable

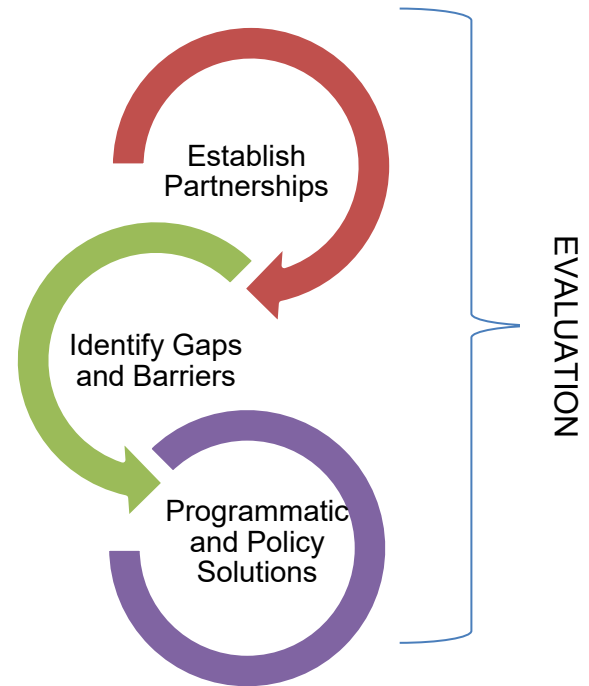
**Attachment 1**  
**Reproductive Health Program – FY 24 Local Program Plan Guidance**  
**Community Partnerships and Assurance of Access to Reproductive Health Services**

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

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

**Instructions**

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



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

**Program Component 1: Partnerships and Community Engagement**

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

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

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

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

**Program Component 1 – Example Objectives:**

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

**Program Component 2: Gaps and Barriers to RH Services**

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

**Program Component 2 - Example Objectives:**

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

**Program Component 3: Programmatic and/or Policy Solutions**

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

**Program Component 3 - Example Objectives:**

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

**Attachment 2**  
**Local Program Budget Template**

**OREGON HEALTH AUTHORITY**  
**Program Element #46**  
**Reproductive Health Program**

**Fiscal Year:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Budget period From:** \_\_\_\_\_ **To:** \_\_\_\_\_

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

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

Prepared by (print name) \_\_\_\_\_

Email \_\_\_\_\_

Telephone \_\_\_\_\_

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

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

**1. Description.**

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

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

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

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

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

**2. Definitions Specific to Safe Drinking Water Program**

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



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

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

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

### 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the Partners have agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at:

[http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

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

| Program Components                                | Foundational Program |  |   |  |  | Foundational Capabilities |  |  |  |  |  |  |
|---------------------------------------------------|----------------------|--|---|--|--|---------------------------|--|--|--|--|--|--|
| Resolution of Monitoring and Reporting Violations | X                    |  | * |  |  | X                         |  |  |  |  |  |  |
| Inventory and Documentation of New Water Systems  | X                    |  | * |  |  | X                         |  |  |  |  |  |  |

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable

- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

Not applicable

#### 4. Procedural and Operational Requirements.

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

- a. **General Requirements.** Partners must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to Partners under this Program Element must be delivered in accordance with the following procedural and operational requirements:
- b. **Required Services:**
- (1) Emergency Response: Partners must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. Partners must notify DWS in a timely manner of emergencies that may affect drinking water supplies.
  - (2) Independent Enforcement Actions: Partners must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OAR Chapters and Divisions: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. Partners must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Program Element Description.
  - (3) Computerized Drinking Water System Data Base: Partners must maintain access via computer to DWS's Data On-line website. Access via computer to DWS's Data On-line is considered essential to carry out the program effectively. Partners must make timely changes to DWS's SDWIS computer database inventory records of public water systems to keep DWS's records current.
  - (4) Technical and Regulatory Assistance: Partners must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. Partners must respond to water system complaints received as appropriate or as requested by DWS.
  - (5) Investigation of Water Quality Alerts: Partners must investigate all Water Quality Alerts for detections of Regulated Contaminants at community, NTNC, TNC, and OVS Systems.

- (a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.
- (b) For all other alerts, Partners must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 6 business days of the alert date.

**5. Conduct Level 2 Coliform Investigations:**

After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Coliform Investigation form and must submit to DWS within 30 days of triggered investigation date.

**6. Water System Surveys:**

Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS; and each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.

**7. Resolution of Priority Non-compliers (PNC):**

Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are Priority Non-compliers (PNCs) as follows:

- a. Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.
- b. If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.
- c. If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

**8. Level 1 Coliform Investigation Review:**

After a Level 1 Coliform Investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.

**9. Water System Survey Significant Deficiency Follow-ups:**

Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).

- a. After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.
- b. If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.
- c. For Priority Deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If Priority Deficiencies are not corrected by specified timeline, Partners must ensure the water system carries out public notice, and refer to DWS for formal enforcement.

**10. Enforcement Action Tracking and Follow-up:**

For both EPA and OVS Systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule, and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.

**11. Resolution of Monitoring and Reporting Violations:**

- a. Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system's classification, System Score, and violation severity.
- b. Contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
- c. Submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.

**12. Inventory and Documentation of New Water Systems:**

Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including OVS Systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a Water System Survey to collect the required inventory information, rather than submitting the forms designated by DWS.

**13. Summary of Required Services Based on Water System Type**

|                                              | CWS | NTNC | TNC | OVS |
|----------------------------------------------|-----|------|-----|-----|
| Independent Enforcement Actions              | X   | X    | X   |     |
| Computerized Drinking Water System Data Base | X   | X    | X   | X   |
| Technical and Regulatory Assistance          | X   | X    | X   | X   |

|                                                       |   |   |   |   |
|-------------------------------------------------------|---|---|---|---|
| Investigation of Water Quality Alerts                 | X | X | X | X |
| Conduct Level 2 Coliform Investigations               | X | X | X |   |
| Water System Surveys                                  | X | X | X |   |
| Resolution of Priority Non-compliers (PNC)            | X | X | X |   |
| Level 1 Coliform Investigation Review                 | X | X | X |   |
| Water System Survey Significant Deficiency Follow-ups | X | X | X |   |
| Enforcement Action Tracking and Follow-up             | X | X | X | X |
| Resolution of Monitoring and Reporting Violations     | X | X | X | X |
| Inventory and Documentation of New Water Systems      | X | X | X | X |

#### 14. Staffing Requirements and Qualifications.

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

#### 15. General Revenue and Expense Reporting.

Partners must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

#### 16. Program Reporting Requirements.

- a. **Documentation of Field Activities and Water System Contacts.** Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:
  - (1) Maintain accurate and current public water system inventory information.
  - (2) Support formal enforcement actions.
  - (3) Describe current regulatory status of water systems.
  - (4) Guide and plan program activities.

- b. **Minimum Standard for Documentation.** Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
- (1) Water System Surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.
  - (2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.
  - (3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.
  - (4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business days of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.
  - (5) Field and office contacts in response to water quality alerts: 1) for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; and 2) for all other alerts, must submit to DWS within 6 business days of alert.
  - (6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.
  - (7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.
  - (8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.
  - (9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.

## 17. DWS Audits.

Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

## 18. Performance Measures.

Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following measure: Percent of Community Water Systems that meet health-based standards. DWS will use three performance measures to evaluate Partners' performance as follows:

- a. **Water System Surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.
- b. **Water Quality Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
- c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

## 19. Responsibilities of DWS.

The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. DWS agrees to provide the following services to Partners. In support of local program services, DWS will:



- a. Distribute drinking water program and technical information on a monthly basis to Partners.
- b. Sponsor at least one annual 8-hour workshop for Partners' drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
- c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
- d. Provide Partners with the following information by the listed method:
  - (1) Immediate Email Notification: Water Quality Alert data, plan review correspondence
  - (2) Monthly Email Notification: Violations, System Scores, PNCs Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.
  - (3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.
- e. Support electronic communications and data transfer between DWS and Partners to reduce time delays, mailing costs, and generation of hard copy reports.
- f. Maintain sufficient technical staff capacity to assist Partners' staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partners' staff.
- g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.
- h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
- i. Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333, Division 61.

**Program Element #51: Public Health Modernization****OHA Program Responsible for Program Element:**

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

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

**Section 1: LPHA Leadership, Governance and Implementation**

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

**Section 2: Regional Public Health Service Delivery**

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

**Section 3: Public Health Infrastructure: Workforce**

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

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

**2. Definitions Specific to Public Health Modernization**

- a. Case. An individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines.
- b. Foundational Capabilities. The knowledge, skills and abilities needed to successfully implement Foundational Programs.

- c. Foundational Programs. The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
  - d. Public Health Accountability Metrics. A set of data used to monitor statewide progress toward population health goals and outcomes.
  - e. Public Health Accountability Process Measures. A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Metrics.
  - f. Public Health Modernization Manual (PHMM). A document that provides detailed definitions for each Foundational Capability and Foundational Program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf).
  - g. Regional Partnership. A group of two or more LPHAs, which may include other organizations that are not an LPHA, that is convened for the purpose of reducing health disparities by implementing strategies addressing one or more of the following: communicable disease control, emergency preparedness and response, or environmental health.
  - h. Regional Infrastructure. The formal relationships established between LPHAs and other organizations to implement strategies under this Program Element funding.
  - i. Whole Community. An approach to emergency management through which individuals and families (including those with access and functional needs), emergency management practitioners, organizational and community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities and interests.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the Public Health Accountability Metrics (if applicable), as follows (see Public Health Modernization Manual at: [http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):
- a. **Foundational Programs and Capabilities** (As specified in the Public Health Modernization Manual)

| Program Components | Foundational Programs |                                 |                      |                                        | Foundational Capabilities                  |                                           |                                   |                             |                   |                |                                     |
|--------------------|-----------------------|---------------------------------|----------------------|----------------------------------------|--------------------------------------------|-------------------------------------------|-----------------------------------|-----------------------------|-------------------|----------------|-------------------------------------|
|                    | CD Control            | Prevention and health promotion | Environmental health | Access to clinical preventive services | Leadership and organizational competencies | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and Response |
|                    |                       |                                 |                      | Population Health Direct services      |                                            |                                           |                                   |                             |                   |                |                                     |

| Asterisk (*) = Primary Foundational Program that aligns with each component<br><br>X = Other applicable Foundational Programs                                                     |   |  |   |  |  | X = Foundational Capabilities that align with each component |   |   |   |   |   |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|---|--|--|--------------------------------------------------------------|---|---|---|---|---|---|
| Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)                                                                          | X |  | X |  |  | X                                                            | X | X | X | X | X | X |
| Implement strategies for local communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 1) | X |  | X |  |  |                                                              | X | X | X |   | X | X |
| Demonstrate regional approaches for providing public health services (Section 2)                                                                                                  | X |  | X |  |  | X                                                            | X | X | X | X | X | X |
| Implement regional communicable disease control, emergency preparedness and response, environmental health, and health equity and cultural responsiveness (Section 2)             | X |  | X |  |  |                                                              | X | X | X |   | X | X |
| Establish, expand, train and sustain the public health workforce gained during the COVID-19 pandemic. (Section 3)                                                                 | X |  |   |  |  | X                                                            | X | X | X |   |   | X |

**b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:**

- Rate of congenital syphilis
- Rate of any stage syphilis among people who can become pregnant
- Rate of primary and secondary syphilis
- Two-year old immunization rates
- Adult influenza immunization rates for ages 65+
- Emergency department and urgent care visits due to heat
- Hospitalizations due to heat
- Heat deaths
- Respiratory (non-infectious) emergency department and urgent care visits

LPHA must use funding through this Program Element in a way that advances progress toward achieving metrics selected by the LPHA. Additionally, LPHA is not precluded from using funds to address other high priority communicable disease and environmental health risks based on local epidemiology, priorities and need.

**c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:**

Public Health Accountability Process Measures adopted by the Public Health Advisory Board for communicable disease control and environmental health are listed below. LPHA must demonstrate work toward at least two of the process measures in each of the three priority areas.

- Priority area: Reduce the spread of syphilis and prevent congenital syphilis
  - (1) Percent of congenital syphilis Cases averted
  - (2) Percent of Cases interviewed
  - (3) Percent completion of CDC core variables
  - (4) Percent of Cases treated with appropriate regimen within 14 days
- Priority area: Protect people from preventable diseases by increasing immunization rates
  - (1) Demonstrated use of data to identify population(s) of focus (required process measure)
  - (2) Demonstrated actions to improve access to influenza immunization for residents of long-term care facilities (LTCFs)
  - (3) Demonstrated actions with health care providers or pharmacists to improve access to immunization
  - (4) Increase in the percent of health care providers participating in the Immunization Quality Improvement Program (IQIP)
  - (5) Demonstrated outreach and educational activities conducted with community partners
- Priority area: Build community resilience for climate impacts on health: extreme heat and wildfire smoke
  - (1) Demonstrated use of data to identify population of interest (required process measure)
  - (2) Demonstrated actions in communications to improve priority area of focus
  - (3) Demonstrated actions in policy to improve area of focus
  - (4) Demonstrated actions in community partnerships to improve priority area of focus

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

**Requirements that apply to Section 1 and Section 2 funding:**

- a. Submit local program plan and local program budget to OHA for approval using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium. Once approved by OHA, the local program plan and local program budget are incorporated herein with this reference.
- b. Implement activities in accordance with this Program Element.

- c. Engage in activities as described in its OHA-approved Section 1 and/or Section 2 local program plan. See Attachment 1 for local program plan requirements for Section 1.
- d. Use funds for this Program Element in accordance with its OHA-approved Section 1 and/or Section 2 local program budget. Modification to the Section 1 and/or Section 2 Program Budget of 25% or more within any individual budget category may only be made with OHA approval.
- e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 local program plan objectives, strategies, activities, deliverables and outcomes.
- f. Share work products and deliverables with OHA and other LPHAs, which may include public posting, as requested by OHA.
- g. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

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

- a. Implement strategies for Communicable Disease Control, Environmental Health, Emergency Preparedness, Health Equity and Cultural Responsiveness, and other Foundational Capabilities as described in Attachment 1 of this Program Element.
- b. Collaborate and partner with OHA-funded community-based organizations working in the areas of communicable disease, emergency preparedness and/or environmental public health through meetings and alignment of planned activities.
- c. In addition to the required prevention initiatives specified in Attachment 1 of this Program Element, LPHA may implement prevention initiatives that are responsive to the needs of the community, as pertains to Foundational Capabilities and Foundational Programs.

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

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

**Requirements that apply to Section 3: Public Health Infrastructure: Workforce**

- a. Implement at least one of the following activities:
  - (1) Implement strategies and activities to recruit, hire and retain a public health workforce with a focus on increasing staff from the communities and populations served by the LPHA.
  - (2) Recruit and hire and/or retain new public health staff to increase workforce capacity in Foundational Capabilities and programs, including but not limited to epidemiology, communicable disease, community partnership and development, policy and planning, communications, and basic public health infrastructure (fiscal, human resources, contracts, etc.). LPHA will determine its specific staffing needs.
  - (3) Support and retain public health staff through systems development and improvements.
  - (4) Support and retain public health staff through workforce training and development.
  - (5) Transition COVID-19 staffing positions to broader public health infrastructure positions.
  - (6) Recruit and hire new public health staff, with a focus on seeking applicants from communities and populations served to provide additional capacity and expertise in the

Foundational Capabilities and Foundational Programs identified by the LPHA as critical workforce needs.

(7) Perform other related activities as approved by OHA in section b., below.

b. LPHA must request in writing prior approval for other related activities. No such activities may be implemented without written approval of OHA.

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

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

6. **Program Reporting Requirements.**

- a. Submit Section 1 and Section 2 local program plan progress reports using the timeline and format prescribed by OHA.
- b. Submit Section 3 data or information to OHA for evaluation purposes or as required by the Centers for Disease Control and Prevention. OHA will notify LPHA of the requirements. OHA will not require additional reporting beyond what is required by the Centers for Disease Control and Prevention.

7. **Performance Measures.**

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

## Attachment 1

The table below lists the goals and requirements that LPHAs will work toward with 2025-27 funding. Efforts toward the following goals and requirements, including expected outcomes, will be demonstrated in the LPHA and/or regional work plan. These efforts should be guided by local roles and deliverables outlined in the Public Health Modernization Manual for Foundational Capabilities and for the Foundational Programs of communicable disease control and environmental health.

### Programmatic goals and local program plan requirements

Goal 1: Protect communities from acute and communicable diseases through prevention initiatives that address health inequities.

- LPHA will demonstrate strategies toward local or regional improvements of communicable disease prevention and response infrastructure.
- LPHA will demonstrate strategies toward local or regional reductions in health inequities across populations.
- LPHA will demonstrate strategies that advance progress toward improving syphilis and immunization-related accountability metrics.

Goal 2: Strengthen the local or regional all-hazards public health emergency preparedness plan to include prioritized communicable disease and environmental health emerging threats, and a Whole Community response to emergencies.

- By June 30, 2027, LPHA will revise existing local or regional all-hazards public health preparedness and response plans (deliverable; same as PE 12 all-hazards public health preparedness plan deliverable) in support of:
  - Integrated planning efforts across the public health landscape, such as jurisdictional risk assessments, climate adaptation plans, community health assessments, community health improvement plans, and local or regional health equity plans.
  - Improving infrastructure to respond to emerging communicable disease threats.
  - Improving health outcomes for emerging climate and health impacts.
  - Prioritizing preparedness and response planning for high-risk populations.
- An LPHA with a completed plan will demonstrate strategies to maintain and execute a local or regional all-hazards plan through a Whole Community approach.

Goal 3: Protect communities from environmental health threats from climate change through public health interventions that support equitable climate adaptation.

- By June 30, 2027, an LPHA that has not submitted a local or regional climate adaptation plan in the past five years must submit a new plan or an updated version of a previously completed plan. The plan may be a stand-alone plan or a plan incorporated into a community health assessment and improvement plan. (deliverable)
- LPHA will demonstrate strategies toward implementation of a local or regional climate adaptation plan.
  - By June 30, 2027, LPHA will submit at least one shareable deliverable (e.g. website content, report, video, educational material, toolkit) highlighting progress toward achieving climate adaptation plan strategies. (deliverable)
  - LPHA will demonstrate strategies that advance progress toward improving extreme heat and wildfire smoke accountability metrics.



**Goal 4: Submit and implement local public health modernization plan.**

- By December 31, 2025, LPHA will submit a local public health modernization plan to implement Foundational Capabilities (ORS 431.131) and Foundational Programs (ORS 431.141). (Note: The local public health modernization plan must address each of the Foundational Capabilities as well as all four Foundational Programs in the Public Health Modernization Manual, not just communicable disease and environmental health, which are the Foundational Programs prioritized within this Program Element for 2025-2027.)
- LPHA will demonstrate strategies to build and sustain infrastructure for public health Foundational Capabilities, focusing on roles in the Public Health Modernization Manual.

**Goal 5: Build capacity for Health Equity and Cultural Responsiveness**

- By June 30, 2027, an LPHA that has not submitted a local or regional health equity plan in the past five years must submit a new plan or an updated version of a previously completed plan. The plan may be a stand-alone plan or may be incorporated into a broader document such as an LPHA strategic plan. (deliverable)
- LPHA will demonstrate strategies toward implementation of local or regional health equity plan.

**Program Element #60: Suicide Prevention, Intervention and Postvention****OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention and Health Promotion, Injury and Violence Prevention/Suicide Prevention, Intervention and Postvention

**1. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Suicide Prevention, Intervention and Postvention Program activities in LPHA's service area that must include the following components:

- (a) facilitation of community partnerships;
- (b) targeted outreach, training and services;
- (c) coordination with Community Mental Health Program (CMHP) on implementation of system-wide crisis response plans;
- (d) collaboration on providing Suicide Safe Care and Continuity of Care among service area healthcare systems;
- (e) providing Gatekeeper Training and clinical training; and
- (f) collection and analysis of suicide related data for program planning and management.

The Suicide Prevention, Intervention and Postvention Program is grounded in evidence-based best practices. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Suicide is one of the leading causes of death in Oregon. Suicide is the second leading cause of death among Oregonians aged 10 to 34 years, and the 8<sup>th</sup> leading cause of death among all Oregonians in 2017. Especially among Youth, Contagion related to suicide death or attempt can occur and needs to be protected against. Funds provided under this Agreement are to be used to reduce suicide deaths, promote evidence-based practice in Youth suicide Prevention, Intervention and Postvention, and implement training to persons working with Youth or staff in Youth serving organizations. Funds allocated to LPHA are to complement the statewide movement toward population-level outcomes including elimination of Youth suicide disparities.

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

**2. Definitions Specific to Suicide Prevention, Intervention and Postvention.**

- a. Contagion:** A phenomenon whereby susceptible persons are influenced toward suicidal behavior through knowledge of another person's suicidal acts.
- b. Continuity of Care:** Care that is maintained when one care provider links to another care provider, the transition in care is smooth and uninterrupted for the patient, and the essential clinical information is provided.
- c. Gatekeeper Training:** Training for individuals in a community who have face-to-face contact with larger number of community members as part of their usual routine. These individuals are trained to identify persons at risk of suicide and refer them to treatment or supporting services as appropriate.
- d. Intervention:** A strategy or approach that is intended to prevent an outcome or to alter the course of an existing condition (such as educating providers about suicide Prevention or

reducing access to lethal means among individuals with suicide risk).

- e. **Postvention:** Response to and care for individuals affected in the aftermath of a suicide attempt or suicide death.
- f. **Prevention:** A strategy or approach that reduces the likelihood of risk of onset or delays the onset of adverse health problems or reduces the harm results from conditions or behaviors.
- g. **Suicide Safe Care:** Is defined through the National Action Alliance for Suicide Prevention's *Recommended Standard Care for People with Suicide Risk* and includes (a) identification and assessment, (b) safety planning, (c) mean reduction; and (d) caring contacts.
- h. **Youth:** persons aged 10 to 24.

### 3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at:

[http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

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

| Program Components                                                                                                        | Foundational Program |                                 |                      |                   |                                                           | Foundational Capabilities                                    |                                           |                                   |                             |                   |                |                                     |
|---------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------|----------------------|-------------------|-----------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------|-----------------------------------|-----------------------------|-------------------|----------------|-------------------------------------|
|                                                                                                                           | CD Control           | Prevention and health promotion | Environmental health | Population Health | Access to clinical preventive services<br>Direct services | Leadership and organizational competencies                   | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and Response |
| Asterisk (*) = Primary foundational program that aligns with each component<br>X = Other applicable foundational programs |                      |                                 |                      |                   |                                                           | X = Foundational capabilities that align with each component |                                           |                                   |                             |                   |                |                                     |
| Facilitation of community partnerships.                                                                                   |                      | *                               |                      |                   |                                                           | X                                                            | X                                         | X                                 |                             |                   | X              |                                     |
| Targeted outreach, training and services.                                                                                 |                      | *                               |                      |                   |                                                           |                                                              |                                           | X                                 |                             |                   |                |                                     |
| Coordinate with CMHP on implementation of system-wide crisis response plans.                                              |                      | *                               |                      |                   | X                                                         |                                                              |                                           | X                                 |                             | X                 |                | X                                   |

|                                                                                                                   |  |   |  |  |   |   |   |   |   |   |  |  |
|-------------------------------------------------------------------------------------------------------------------|--|---|--|--|---|---|---|---|---|---|--|--|
| <b>Collaboration on providing Suicide Safe Care and Continuity of Care among service area healthcare systems.</b> |  | * |  |  | X | X | X |   |   | X |  |  |
| <b>Provide Gatekeeper and clinical training.</b>                                                                  |  | * |  |  |   |   | X | X |   |   |  |  |
| <b>Collection and analysis of suicide related data for program planning and management.</b>                       |  | * |  |  |   |   | X |   | X | X |  |  |

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

Not applicable.

- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric, LPHA Process Measures:

Not applicable.

#### 4. Procedural and Operational Requirements.

By accepting and using the financial assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

- a. Submit local program plan and local program budget to OHA for approval. Upon OHA approval, the local program plan and local program budget are incorporated herein with this reference.
- b. Engage in activities as described in its local program plan.
- c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- d. Participate in site visits and meetings as requested or required by OHA.
- e. Provide a Suicide Prevention, Intervention and Postvention Program that includes the following minimum components:
  - (1) Establishes or works with an existing community coalition on suicide Prevention.
  - (2) Increases and targets outreach, training and services as appropriate for Youth and organizations that work with Youth identified at high risk for suicide.
  - (3) Collaborates with service area Community Mental Health Programs (CMHP) to implement a systems-wide crisis response plan among healthcare organizations and other providers as appropriate. Access and update the response plans through funding period.
  - (4) Supports Continuity of Care through systems-based approaches and collaboration with service area healthcare systems.
  - (5) Provides Gatekeeper Trainings in evidence-based suicide Prevention strategies including Question, Persuade, and Refer (QPR), Applied Suicide Intervention Skills Training (ASIST), safeTALK and other OHA approved Gatekeeper Trainings.

- (6) Implements one or more of the following activities in the local program plan approved by OHA:
- (a) Establishes suicide Prevention training for staff (Gatekeeper Trainings) and students (with OHA approved curriculum) in at least 30% of jurisdiction's middle and high schools. Substance Abuse and Mental Health Administration (SAMHSA) requires active, informed consent for student curriculum.
  - (b) Works with at least 2 Youth-serving systems in jurisdiction to develop and implement evidence-based suicide risk assessment strategies. Tools must be approved by OHA.
  - (c) Implements the [Zero Suicide Initiative](#) within the LPHA and/or CMHP or work with a service area healthcare system to implement Zero Suicide Initiative.
  - (d) Hosts trainings in evidence-based suicide risk assessment, management and treatment strategies for clinicians. Trainings to be approved by OHA.

## 5. General Revenue and Expense Reporting.

LPHA must complete an "Oregon Health Authority Public Health Division Expenditure and Revenue Report" located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

| Fiscal Quarter                  | Due Date   |
|---------------------------------|------------|
| First: July 1 – September 30    | October 30 |
| Second: October 1 – December 31 | January 30 |
| Third: January 1 – March 31     | April 30   |
| Fourth: April 1 – June 29       | August 20  |

## 6. Program Reporting Requirements.

- a. LPHA must submit local program plan reports on a semi-annual schedule to be determined by OHA. The reports must include, at a minimum, LPHA's progress during the reporting period toward completing activities described in its local program plan.
- b. LPHA must submit quarterly reports that detail quantifiable outcomes of activities and data accumulated, per OHA approved program plan.
- c. LPHA must submit training reports, including number of participants broken out by number in a mental health or related profession, within 7 days of training.
- d. LPHA must submit annual written report on grant activities per template provided by OHA per OHA approved program plan.

## 7. Performance Measures.

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

**Program Element # 63 LPHA Family and Child Health/Family Connects Oregon****OHA Program Responsible for Program Element:**

Public Health Division/Center for Prevention and Health Promotion, Family and Child Health/Family Connects Oregon

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to plan, implement and sustain the following activities central to the Family Connects model that was selected for universally offered newborn nurse home visiting:

- a. Community Lead Activities
- b. Newborn Nurse Home Visiting Provider Activities
- c. Reimbursement Gap Funding to assist sites with visits non-reimbursable by insurance resources.
- d. Focused Funding on priorities such as Nursing Workforce or Health Equity

Funds provided through this Program Element support LPHA's efforts toward ensuring community-wide participation in the delivery of, and assurance of access to, culturally responsive, high-quality, and evidence-based voluntary newborn nurse home visiting services.

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

2. **Definitions Specific to this Program Element**

- a. **Community Lead:** An LPHA that is designated by the Oregon Health Authority to serve as the coordinating entity for the newborn nurse home visiting program in a specified community.
- b. **Focused Funding:** Funding granted to Community Lead and Newborn Nurse Home Visiting Provider to support the equitable and sustainable development and implementation of Family Connects Oregon.
- c. **Newborn Nurse Home Visiting Provider (NNHVP) or "Certified Provider":** Any organization certified by the Oregon Health Authority to provide newborn nurse home visits in accordance with OAR 333-006-0070 and OAR 333-006-0120.

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

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

| Program Components                                                                                                                                       | Foundational Program |                                 |                      |                                        |                                   | Foundational Capabilities                                    |                                           |                                   |                             |                   |                |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------|----------------------|----------------------------------------|-----------------------------------|--------------------------------------------------------------|-------------------------------------------|-----------------------------------|-----------------------------|-------------------|----------------|-------------------------------------|
|                                                                                                                                                          | CD Control           | Prevention and health promotion | Environmental health | Access to clinical preventive services | Population Health Direct services | Leadership and organizational competencies                   | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and Response |
| Asterisk (*) = Primary foundational program that aligns with each component<br>X = Other applicable foundational programs                                |                      |                                 |                      |                                        |                                   | X = Foundational capabilities that align with each component |                                           |                                   |                             |                   |                |                                     |
| Develop strategic partnerships with shared accountability driving collective impact to support public health goals related to all families with newborns |                      | *                               |                      | *                                      |                                   | X                                                            | X                                         | X                                 |                             | X                 | X              |                                     |
| Identify barriers to access and gaps in services to all families with newborns                                                                           |                      | X                               |                      | *                                      |                                   |                                                              | X                                         | X                                 | X                           | X                 | X              |                                     |
| Develop and implement strategic plans to address these gaps and barriers to access to all families with newborns                                         |                      | X                               |                      | *                                      |                                   |                                                              | X                                         | X                                 | X                           | X                 | X              |                                     |
| Ensure community access to home visiting services for all families with newborns                                                                         |                      | X                               |                      | *                                      |                                   | X                                                            | X                                         | X                                 |                             | X                 | X              |                                     |

**b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:**

Not applicable.

**c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:**

Not applicable

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

**a. General Requirements**

LPHA must:

- (1) Submit local program budget(s) to OHA for approval on a format and schedule to be determined by OHA for each of the following:
  - (a) Community Lead Activities,
  - (b) Newborn Nurse Home Visiting Provider Services, and
  - (c) Focused Funding.
- (2) Use funds for this Program Element in accordance with its local program budget. Modifications to the local program budget(s) may only be made with OHA written approval.
- (3) Attend a monthly planning and coordination meeting with OHA's Family and Child Health staff.
- (4) Funding Limitations: Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award is limited to expenditures for Family Connects Oregon Community Lead activities and Oregon Newborn Nurse Home Visiting Provider services.

**b. Family Connects Oregon Services**

- (1) **If designated as a Community Lead, or authorized by OHA to perform Community Alignment Activities,**

LPHA must:

- (a) Maintain staffing required by the program which includes the Family Connects Oregon Community Alignment Specialist and Program Administrator.
  - (b) Ensure a subcontract and/or Memorandum of Understanding is in place if Family Connects Program is implemented through a cross county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.
  - (c) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Family and Child Health Section.
  - (d) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.
- (2) **If designated as a Newborn Nurse Home Visiting Provider,**

LPHA must:

- (a) Maintain staffing required by the program which includes but is not limited to Family Connects Oregon Nursing Supervisor or Family Connects Nursing Lead (NNHVP).
- (b) Ensure a subcontract and/or Memorandum of Understanding (MOU) is in place if Family Connects Program is implemented through a cross county collaboration with shared staff across jurisdictions, defining the staffing and supervision agreements.



- (c) Deliver services in accordance with OARs 333-006-0000 through 333-006-0190 and Family Connects Oregon Program Guidance provided by the Family and Child Health Section.
- (d) If the LPHA, as a provider of Medicaid services, bills for Newborn Nurse Home Visiting Medical and Targeted Case Management Services, the LPHA must comply with the billing policy and codes in OAR 410-130-0605.
- (e) Take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.
- (f) All nurses working in the Family Connects Oregon program must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Program Reporting Requirements**

LPHA must provide progress reports to OHA in a format designated by OHA that include the following:

- a. If the LPHA is the Community Lead, they must submit quarterly reports with updates on population reach, staffing and community alignment activities.
- b. For the purposes of program sustainability, if the LPHA is the Community Lead or the NNHVP, they must submit a quarterly summary of funding, revenues, and expenditures for whichever role(s) they play (Community Lead and/or NNHVP).
- c. An end of fourth quarter summary of Focused Funding activities.
- d. For all individuals who receive Family Connects Oregon Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state-designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure (information shall be obtained from Community Leads and NNHVP).

7. **Performance Measures.**

Not applicable

**Program Element #81: HIV/STI Statewide Services (HSSS)****OHA Program Responsible for Program Element:**

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

**1. Background.**

As of December 31, 2023, Oregon had over 8,240 people living with HIV (PLWH), with an average of 200 new HIV infections per year.<sup>2</sup> Each year, over 23,000 new chlamydia, gonorrhea, and syphilis Cases are reported across the state; see [HST data dashboards](#) for the most current data available. HIV Cases, as well as syphilis and gonorrhea Cases are prioritized for investigation by local programs. Syphilis Cases have increased dramatically since 2007, rising over 3700%. In 2023, Oregon had the 17<sup>th</sup> highest rate of primary and secondary syphilis in the U.S. and the 23<sup>rd</sup> highest rate for congenital syphilis (CS). Untreated Sexually Transmitted Infections (STI) can contribute to increased risk for transmitting and acquiring HIV, infertility and other reproductive health complications, fetal and perinatal health problems, and other serious long-term health effects.

Screening for HIV allows for early detection of the virus and aligns with [End HIV/STI Oregon](#) goals; people aware of their HIV status are significantly less likely to transmit HIV to others. A variety of Harm Reduction strategies can be used to prevent HIV and STI, including routine screenings and treatment, condoms, Partner Services, and navigation to Pre-Exposure Prophylaxis (HIV PrEP), Post-Exposure Prophylaxis (HIV PEP and STI PEP), and syringe service programs. For those newly diagnosed with HIV, lifesaving treatment reduces viral load, prevents HIV transmission to others, and improves individual health outcomes.

Increases in HIV and STI often intersect with substance use, homelessness, and other issues, representing syndemics—when health conditions and the social contexts in which they occur coincide and exacerbate each another, resulting in worse outcomes. Social determinants of health (e.g., racism, poverty, transphobia) also intersect with these syndemics and are intricately tied to the transmission of HIV/STI in Oregon. This is reflected in the health inequities seen in certain communities. Innovative and comprehensive syndemic approaches are required to effectively address HIV/STI prevention and care across the state.

This Program Element is supported by multiple federal and state sources, including CDC and HRSA<sup>3</sup> funding, each with specific requirements and restrictions defined herein. Activities are to supplement – not supplant – services funded through other mechanisms. Activities must be planned and implemented in coordination with local and state surveillance, prevention and care programs to avoid duplication of effort and to ensure PLWH receive the benefit of the full continuum of services available in Oregon. To ensure coordination, OHA will share information with the LPHA on directly funded contracts with community-based organizations and other entities that receive HIV/STI, Harm Reduction and/or sexual health funding from the HIV/STD/TB section.

Funding for these activities is variable; resources cannot be guaranteed beyond award allocations and obligations.

**2. Description.**

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements set forth below to deliver Human Immunodeficiency Virus (HIV)/ Sexually Transmitted Infections (STI) Statewide Services (HSSS), a Status Neutral, best practice model designed to assess client needs, engage them in care, and link them to the most appropriate services, no matter the test result(s). HSSS includes a suite of Core and Enhanced activities, defined herein, which are scalable based on available funding and capacity in each jurisdiction. Regional public health

<sup>2</sup> Average number of new infections from 2013-2023 in Oregon.

<sup>3</sup> Program income from the Health Resources and Services Administration (HRSA)'s Ryan White Part B, AIDS Drug Assistance Program (ADAP).

partnerships and collaborations with community-based organizations are strongly recommended to optimize resources and jurisdictional impacts.

Activities conducted under this Program Element must be in accordance with, and are subject to, the requirements and limitations set forth in Oregon Administrative Rules Chapter 333, Divisions 17 (Disease Control), 18 (Disease Reporting), 19 (Investigation and Control of Diseases), and 22 (Human Immunodeficiency Virus) and Oregon Revised Statutes 431 (State and Local Administration and Enforcement of Public Health Laws) and 433 (Disease and Condition Control) to deliver HIV/STI Statewide Services (HSSS). Activities must also follow [Oregon's Investigative Guidelines](#) for HIV Infection, Gonorrhea, Chlamydia, Syphilis, Syphilis in Pregnancy, and Congenital Syphilis.

LPHA shall use Program Element 01 (State Support for Public Health) Program Element 51 (Public Health Modernization) to ensure the delivery of foundational public health and communicable disease services. As required by funders, LPHA must leverage all available funding to support the delivery of Core HSSS and Enhanced HSSS.

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

### 3. Definitions Specific to HSSS.

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition, or whose illness meets defining criteria published in the Oregon Health Authority's Investigative Guidelines, available at [www.healthoregon.org/iguides](http://www.healthoregon.org/iguides).
- b. **Case Investigation:** A process that includes identifying Cases; conducting a Case interview; confirming and/or facilitating treatment; collecting Core Variables; providing Partner Services, Health Education, and Referrals; and assisting with linkage to care.
- c. **Center for Disease Protection and Control (CDC):** The nation's leading science-based, data-driven service organization that protects the public's health. The CDC has many divisions, including the Division of STD Prevention and the Division of HIV Prevention.
- d. **Cluster Detection and Outbreak Response (CDR):** Routine surveillance and a response to a molecular cluster or increases in Cases observed. Clusters often suggest rapid HIV transmission in a sexual or drug using network. Increased Cases may be defined by what is normally expected in a defined community, geographic area, time frame, or by mutual agreement of LPHA and OHA (see Outbreak definition below). Response activities may include enhanced surveillance, regional coordination, re-interviewing Cases, tailored outreach, education, testing, and linkage to services (e.g., Integrated Testing, PrEP/PEP, Harm Reduction services, HIV care and treatment). Should response needs exceed the expected routine capacity of LPHA, OHA can offer guidance and a range of supports.
- e. **Contact:** Sexual partner of STI Case and sexual and/or needle-sharing partner of HIV Case.
- f. **Core HIV/STI Statewide Services (Core HSSS):** Activities that align with foundational public health and include Case Investigation and Partner Services; Outbreak response; and Referral to or the provision of Integrated HIV/STI Testing. For persons diagnosed with HIV and high priority STI (see Section 2ii), this also includes the delivery of Health Education, Referrals, and assistance with rapid access to and linkage to care and supportive services such as Ryan White case management and HIV treatment. Core HSSS are critical to achieving Oregon's Public Health Accountability Metrics and Process Measures and Oregon's [End HIV/STI Oregon](#) goals.
- g. **Core Variables:** Variables required by OHA and CDC cooperative agreements that fund HIV and STI prevention and surveillance.

- h. **DoxyPEP:** Also called STI PEP. Use of doxycycline as a post-exposure preventative treatment for syphilis, chlamydia, and gonorrhea, taken as a single dose within 72 hours after sex. Treatment with the antibiotic doxycycline has been proven to help prevent bacterial STI infections among certain populations. See [CDC DoxyPEP recommendations](#).
- i. **Early Intervention Services (EIS):** Includes the following four activities for PLWH: (1) HIV testing, (2) Referral services, (3) Health Literacy/Education, and (4) Access and Linkage to Care within 30 days. Involves active Referral/warm hand-off to Ryan White HIV/AIDS Programs such as HIV case management services or medical care.
- j. **Enhanced HIV/STI Statewide Services (Enhanced HSSS):** Activities including targeted Outreach Services, condom distribution, Harm/Risk Reduction, and Targeted Community Education and Capacity Building with Priority Populations.
- k. **Harm/Risk Reduction:** A set of practical strategies aimed at reducing harm associated with drug use and related behaviors that increase risks of HIV/STI. Activities and services may include the collection of drug use-related supplies in exchange for new supplies (e.g., biohazard bins, syringes, naloxone), Health Education and counseling, HIV/STI testing, wound care, and Referrals to drug treatment and other services.
- l. **Health Education:** The provision of education and Risk Reduction counseling using a Status Neutral approach. This includes information about ways to reduce HIV/STI transmission and risk for future HIV/STI acquisition (e.g., treatment adherence, Undetectable = Untransmittable or treatment as prevention, HIV PrEP/PEP, DoxyPEP, condoms, routine screening) and information about medical and psychosocial supports.
- m. **Health Services & Resources Administration (HRSA):** The federal program that funds Ryan White HIV/AIDS Programs under the Ryan White HIV/AIDS Treatment Modernization Act of 2006. The [340B Drug Pricing Program](#) is also administered by HRSA.
- n. **HIV/STI Statewide Services (HSSS):** A Status Neutral best practice model, offering a suite of Core and Enhanced services (see definitions of Core HSSS and Enhanced HSSS).
- o. **In-Kind Resources:** Goods or supplies with a monetary value determined by OHA. Examples include condoms, lubricant, educational brochures, coverage of certain Oregon State Public Health Laboratory testing fees, STI medications, and provision of statewide mail order testing services.
- p. **Integrated Testing:** Testing for multiple infections (e.g. HIV, STI, hepatitis C) simultaneously and during a single encounter. Considered an HSSS best practice.
- q. **Investigative Guidelines (IG):** [Oregon's Investigative Guidelines](#), including those for HIV Infection, Gonorrhea, Chlamydia, Syphilis, Syphilis in Pregnancy, and Congenital Syphilis.
- r. **Not-in-Care (NIC):** In Oregon, a Person Living with HIV with no reported HIV-related labs in the previous eighteen months. The person may be actively engaged in medical care and/or other Ryan White service. However, if no HIV-related labs are reported within the defined time frame, the HIV surveillance program defines the person as NIC. Persons with no reported labs within 6 months of their HIV diagnosis are also considered Not-in-Care.
- s. **Outbreak:** An increase in Cases in excess of what would normally be expected in a defined community, geographical area, or season, and which, by mutual agreement of LPHA and OHA, exceeds the expected routine capacity of LPHA to address.
- t. **Outreach Services:** Activities aimed at identifying PLWH who either do not know their status or who know their status but are Not in Care and linking or re-linking them to care and Ryan White services. Outreach focuses on people with the highest risk for acquiring HIV, such as those testing positive for syphilis or rectal gonorrhea. Services will reach people who are HIV

negative; people who test HIV negative are referred to prevention and Risk Reduction services (e.g., PrEP, condoms, Harm Reduction programs). Outreach uses data to reach Priority Populations and is delivered in places where there is a high likelihood of identifying people with HIV. Services cannot be delivered anonymously.

- u. **Partner Services:** Services for all people newly diagnosed with HIV, early syphilis, and/or rectal gonorrhea, and all pregnant and pregnancy-capable people with any stage of syphilis. Services include conducting interviews to identify Contacts; conducting or supporting partner notification; and providing Integrated HIV/STI Testing to all Contacts, Health Education, treatment or rapid linkage to medical care, and Referrals to relevant services.
- v. **Person Living with HIV (PLWH):** Person diagnosed and living with HIV.
- w. **Post-Exposure Prophylaxis (PEP):** A 28-day course of HIV medications started within 72 hours after possible exposure to HIV. PEP is for use only in emergency situations—it is not meant for regular use by people who may be exposed to HIV frequently. When taken quickly after exposure and as prescribed, PEP is very effective at preventing HIV. [More about PEP.](#)
- x. **Pre-Exposure Prophylaxis (PrEP):** HIV medications taken *prior to* HIV exposure to prevent infection. PrEP is for use by people who are HIV negative and at higher risk of HIV exposure through sex or injection drug use. Consistent use of PrEP reduces the risk of acquiring HIV from sex by about 99% and from injection drug use by at least 74%. PrEP is highly effective at preventing HIV if used as prescribed but is much less effective when not taken consistently. [More about PrEP.](#)
- y. **Priority Populations:** Populations of focus for HSSS identified by local HIV/STI epidemiology or defined in the [End HIV/STI Oregon Strategy](#)
- z. **Program Review Panel:** A CDC-required panel of community members who review and approve any newly developed HIV prevention informational material for appropriateness and alignment with CDC guidelines.
- aa. **Referral:** Information about relevant resources and services shared with a client (e.g., housing support, Medicaid enrollment, PrEP medication support, Harm Reduction services). This information should be up-to-date and LPHA should establish pathways to facilitate linkage to care. Referrals for those newly diagnosed with HIV must involve a warm hand-off to facilitate engagement with Ryan White medical and case management services. Otherwise, a Referral may involve giving a client information about services so they may follow up on their own.
- bb. **Status Neutral:** A whole-person HIV prevention and care approach that emphasizes high-quality care to engage and retain people in services regardless of whether the services are for HIV treatment or prevention. A Status Neutral approach continually addresses the health care and social service needs of all people affected by HIV so they can achieve and maintain optimal health and well-being.
- cc. **Sexually Transmitted Diseases (STD)/Sexually Transmitted Infections (STI):** STI refers to infections caused by an organism through sexual contact. STD refers to a disease state that has developed from an infection. STD and STI are often used interchangeably but STI is broader and is the preferred term herein.
- dd. **Targeted Community Education and Capacity Building:** An Enhanced HSSS service consisting of activities to educate and build capacity around HIV/STI and reach Priority Populations identified in the [End HIV/STI Oregon Strategy](#). These activities facilitate health literacy, education, access to information, and/or services for Priority Populations; they are not directed to the general public.

- ee. **Technical Assistance:** Services provided by OHA HIV/STD staff to support LPHA delivery of HSSS, including training, capacity building assistance, and support during Case Investigations and CDR.
- ff. **Undetectable=Untransmittable (U=U):** An important prevention and anti-stigma Health Education message meaning that a Person Living with HIV who is on treatment and maintains an undetectable viral load has zero risk of transmitting HIV to their sexual partners.

#### 4. Alignment with Modernization Foundational Programs and Foundational Capabilities.

The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see Public Health Modernization Manual at:

[https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf))

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

| Program Components                                                                                         | Foundational Program |                                 |                      |                                        |                                   | Foundational Capabilities                                    |                                           |                                   |                             |                   |                |                            |
|------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------|----------------------|----------------------------------------|-----------------------------------|--------------------------------------------------------------|-------------------------------------------|-----------------------------------|-----------------------------|-------------------|----------------|----------------------------|
|                                                                                                            | CD Control           | Prevention and health promotion | Environmental health | Access to clinical preventive services | Population Health Direct services | Leadership and organizational competencies                   | Health equity and cultural responsiveness | Community Partnership Development | Assessment and Epidemiology | Policy & Planning | Communications | Emergency Preparedness and |
| Asterisk (*) = Primary foundational program that aligns with each component                                |                      |                                 |                      |                                        |                                   | X = Foundational capabilities that align with each component |                                           |                                   |                             |                   |                |                            |
| X = Other applicable foundational programs                                                                 |                      |                                 |                      |                                        |                                   |                                                              |                                           |                                   |                             |                   |                |                            |
| <b>Epidemiological investigations that report, monitor and control HIV/STI, including Partner Services</b> | *                    | X                               |                      | *                                      | *X                                |                                                              | X                                         |                                   | X                           |                   |                |                            |
| <b>Outreach</b>                                                                                            | X                    | X                               |                      |                                        |                                   |                                                              | X                                         | X                                 |                             |                   |                |                            |
| <b>HIV/STI screening and testing</b>                                                                       | *                    | X                               |                      | *                                      | *X                                |                                                              | X                                         | X                                 | X                           |                   | X              |                            |
| <b>Health Education/counseling and health literacy</b>                                                     | *                    | X                               |                      | *                                      | X                                 |                                                              | X                                         | X                                 |                             |                   | X              |                            |
| <b>HIV/STI Referrals (e.g., PrEP, Harm Reduction)</b>                                                      | X                    | X                               |                      | X                                      | X                                 |                                                              | X                                         | X                                 |                             |                   |                |                            |
| <b>Linkage to HIV care and treatment. Includes follow-up on PLWH Not-in-Care</b>                           | *                    | X                               |                      | *                                      | *X                                |                                                              | X                                         | X                                 | X                           |                   |                |                            |
| <b>Condom distribution</b>                                                                                 | *                    | X                               |                      | X                                      | X                                 |                                                              | X                                         | X                                 |                             |                   |                |                            |



|                                |   |   |  |   |   |  |   |   |   |  |   |   |
|--------------------------------|---|---|--|---|---|--|---|---|---|--|---|---|
| Harm Reduction services        | X |   |  | X | X |  | X | X |   |  |   |   |
| Cluster Detection and Response | * | X |  | * |   |  |   |   | * |  | X | X |

- b. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, Health Outcome Indicators:

- (1) Rate of congenital syphilis
- (2) Rate of syphilis (all stages) among people who can become pregnant
- (3) Rate of primary and secondary syphilis

- c. The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metrics, LPHA Process Measures:

- (1) Percent of congenital syphilis Cases averted
- (2) Percent of Cases interviewed
- (3) Percent completion of CDC Core Variables
- (4) Percent of Cases treated with appropriate regimen within 14 days

## 5. Procedural and Operational Requirements.

By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct services and activities in accordance with OHA's HSSS Standards Guidance, [HIV Testing Policies and Procedures](#) and [Oregon's Investigative Guidelines](#). Activities are as follows:

- a. Submit local program plan and local program budget, which includes a staffing plan and organization chart to OHA for approval.
- b. Engage in activities as described in the local program plan, which has been approved by OHA, and is incorporated herein this reference.
- c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA and incorporated herein with this reference. Modification to the local program budget may only be made with OHA approval.

### d. Core HSSS

#### (1) Integrated HIV/STI Testing

LPHA must:

- (a) Ensure Integrated Testing is available to all people newly diagnosed with HIV, early syphilis, or rectal gonorrhea, and to all pregnant and pregnancy-capable people diagnosed with any stage of syphilis, at minimum.
- (b) Provide HIV and STI services to any person the LPHA is seeing or refer them to such services. STI services include screening individuals for reportable STI and treating Cases and their Contacts.
- (c) Use the subsidized HIV/STI testing services available to eligible populations through the Oregon State Public Health lab.
- (d) Enter data in CDC's testing database for any testing funded under this Agreement. OHA will assist LPHA or its subcontractor with access.

- (e) Funds may be used to purchase test kits. See the HSSS Standards and Budget Guidance for more detail about allowable use of funds and reporting requirements.

**(2) Case Investigation and Partner Services**

**(a) Staffing and Training**

LPHA must:

- i. Train and maintain sufficient staff to conduct expected HIV/STI Case Investigation and Partner Services (see table below) and list any persons in the local staffing plan (included in the local program budget) to be approved by OHA.
- ii. Require all staff conducting HIV and STI Case Investigations to attend trainings provided by OHA HIV/STD Program. OHA shall make available additional relevant trainings to ensure the effective delivery of disease investigation and control services.

**(b) Minimum Expectations for Case Investigation and Partner Services**

LPHA must follow [Oregon's Investigative Guidelines](#) and provide the minimum Case Investigation and Partner Services per the table below:

| Infection | Minimum Expectations for Case Investigation and Partner Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HIV       | All HIV Cases assigned by OHA's HIV Surveillance Program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Syphilis  | <p>All priority syphilis Cases defined as:</p> <ul style="list-style-type: none"> <li>• All primary, secondary, and early non-primary non-secondary syphilis Cases regardless of sex/gender or age.</li> <li>• All Cases among pregnant or pregnancy-capable individuals regardless of stage. Pregnant individuals that don't meet the Case definition may require verification or facilitation of treatment.</li> </ul> <p>Other syphilis Cases shall be investigated if LPHA has staffing capacity or no priority syphilis Cases. OHA may require LPHA to investigate other syphilis Cases as needed per local epidemiology, an STI Outbreak, or for another reason. LPHA may also independently require Case Investigation for other syphilis Cases.</p> |
| Gonorrhea | <p>All priority gonorrhea Cases defined as:</p> <ul style="list-style-type: none"> <li>• All rectal gonorrhea Cases.</li> <li>• All Cases among pregnant individuals.</li> <li>• All Cases among individuals co-infected with HIV.</li> </ul> <p>Other gonorrhea Cases shall be investigated if LPHA has staffing capacity or no priority gonorrhea Cases. OHA may require LPHA to investigate other gonorrhea Cases as needed per local epidemiology, an STI Outbreak, or for another reason. LPHA may also independently require Case Investigation for other gonorrhea Cases.</p>                                                                                                                                                                        |
| Chlamydia | Not required but may be pursued at the discretion of LPHA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



- (c) LPHA must operate its program in a manner designed to achieve CDC performance measures as listed in the HSSS Standards Guidance. Performance measures are subject to change with each new funding cycle.
- (d) LPHA must provide EIS to all PLWH.
- (e) LPHA must follow up on PLWH Not-in-Care (NIC).
  - i. Standards, expectations, and forms for NIC processes and activities are outlined in the HSSS Standards Guidance.
  - ii. LPHA may do NIC work on their own or create a separate agreement with an agency funded to deliver Ryan White HIV Medical Case Management services in their county to do this work as their designee. OHA may only release NIC lists to the designee with the county's permission which requires LPHA complete and sign an OHA data release form.
  - iii. LPHA or its designee must follow up on a NIC client list provided by OHA by confirming the clients' residency and attempting to contact them to facilitate linkages to HIV care and Ryan White services as appropriate.
  - iv. Coordination with local HIV case management systems can facilitate linkages to medical care.

e. **Enhanced HSSS**

**(1) Outreach Services**

- (a) Outreach participants must be part of a Priority Population known through local epidemiology to be at increased vulnerability for HIV.
- (b) EIS must be provided to any PLWH identified through Outreach Services.
- (c) No broad scope awareness activities, such as those directed to the general public, are allowed.
- (d) Specific activities will be developed and defined in LPHA's approved workplan.

**(2) Harm/Risk Reduction Services/Support**

- (a) Some staff time may be used to support Harm Reduction services; however, primary staff roles must be to conduct Core HSSS activities.
- (b) There are many restrictions on use of funds for syringe and harm reduction services. Details will be provided in the HSSS Budget Guidance. However, funds may be used to purchase sharps containers.

**(3) Targeted Community Education and Capacity Building**

Activities are focused on reaching Priority Populations, not the general public.

**(4) Condom Distribution**

- (a) See Section 4.f.(3) In-Kind Services: Condoms/Lubricant for expectations.
- (b) A distribution plan will be required to be submitted to OHA for approval.

OHA recommends LPHAs use local data and needs assessments to determine which Enhanced activities should be prioritized.

**f. In-Kind Services****(1) General**

Pending availability of funds, OHA may provide In-Kind Resources or Technical Assistance to support the delivery of HSSS.

**(2) STI Medications**

- (a) LPHA may use OHA-provided STI medications to treat Cases or Contacts subject to the following requirements:
- (b) Medications must be provided at no cost to individuals receiving treatment.
- (c) LPHA must perform a monthly medication inventory and maintain a log of all medications supplied; LPHA must log in and log out each dose dispensed.
- (d) LPHA must log and document appropriate disposal of medications provided under this Agreement which have expired, thereby preventing their use.
- (e) If LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, it is the sole responsibility of LPHA to comply with all [HRSA regulations and requirements for 340B Drug Pricing Program Covered Entities](#).
- (f) Any 340B cost savings or program income realized because of funding from this Agreement must be used in a manner consistent with the goals of the grant or program under which it was authorized; i.e., any cost saving resulting from CDC STI funding must be used to increase, enhance, and support STI screening and treatment services.
- (g) If LPHA subcontracts with another provider for HSSS services, any OHA-provided In-Kind STI medications received by LPHA must be provided, free of charge, to its subcontractor for the purposes set out in this section. Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. LPHA must document the medications provided to a Subcontractor under this section.

**(3) Condoms/Lubricant**

- (a) Any condoms or lubricant provided In-Kind from OHA must be distributed or supplied at no cost to individuals being served. Under no circumstances can LPHA or its subcontractor sell condoms or lubricant supplied by OHA under this Agreement.
- (b) LPHA shall store condoms in a cool, dry place to prevent damage and shall manage inventory to ensure distribution before supplies expire.
- (c) LPHA shall provide Referrals to [the free mail-order condom service funded by OHA](#).

**g. Educational Material/Brochures/Pamphlets**

- (1) LPHA and its subcontractors shall distribute and make available culturally and linguistically appropriate HIV/STI informational materials. See [OHA-provided materials](#).
- (2) Any LPHA or subcontractor wanting to create their own HIV educational materials must submit those materials to the CDC-required [Oregon Program Review Panel](#) for approval.

**h. End HIV/STI Oregon Promotion and Support**

LPHA and its subcontractors shall support and promote the OHA End HIV/STI Oregon initiative as follows:

- (1) Display the End HIV/STI Oregon logo and website link on LPHA program-related website if applicable.
- (2) Provide LPHA logo for inclusion on End HIV/STI Oregon website.
- (3) Ensure any HSSS promotional materials developed and funded by this agreement include information about the End HIV/STI Oregon initiative, including the logo and website address.
- (4) Use the End HIV/STI Oregon Ambassador Kit to promote End HIV/STI Oregon messaging.

**i. Continuing Education, Training, and Partner/Systems Coordination**

- (1) LPHA must participate in community learning and ongoing training facilitated or made available by OHA; the OHA HIV/STD Program's training contractor, Oregon AIDS Education and Training Center; or a CDC-assigned Capacity Building Assistance Provider.
- (2) LPHA shall budget for and assign an appropriate HSSS program staff to attend:
  - (a) Virtual quarterly HSSS contractor check in calls or meetings with the OHA-designated contact to discuss service successes and challenges and troubleshoot issues as they arise.
  - (b) An in-person HSSS contractor meeting when scheduled.
  - (c) OHA Monthly STI/HIV Orpheus and Case Investigation Trainings, Quarterly HSSS Community of Practice, and Congenital Syphilis Case/Data Review meetings. Monthly STI/HIV Orpheus Trainings are recorded.
  - (d) Other training as requested by OHA.

**j. Data Entry and Security Requirements.**

- (1) LPHA must collect and report on HSSS data variables in the following systems:
  - (a) Orpheus, Oregon's integrated electronic disease surveillance system, including the HSSS window.
  - (b) CDC approved HIV testing database.

OHA will provide LPHA with a HSSS Standards Guidance which details data entry requirements.
- (2) Security:
  - (a) LPHA and its subcontractors must maintain a written policy to ensure that confidentiality and breach procedures are in place. The policy must describe investigative steps and actions, consequences for breaches, and a requirement to notify OHA within 14 business days from reported date of event.
  - (b) HSSS staff will complete an annual confidentiality and security training designated by LPHA and associated trainings offered by OHA.

**k. LPHA will receive two awards – PE81-01 and PE81-02 – to support HSSS services.**

- (1) PE81-01 is funded by a CDC HIV Prevention Grant. As much as is feasible, these funds should be used first.
- (2) PE81-02 is funded by income generated from HRSA Ryan White Program.
- (3) HSSS Standards and Budget Guidance provides detail on allowable use of funds and any restrictions.

**6. General Revenue and Expense Reporting:** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A separate report must be filed for each applicable Program Element and any sub-elements. Reports must be submitted to OHA each quarter on the following schedule:

| Revenue/Expense Reports<br>Fiscal Quarter | Due Date   |
|-------------------------------------------|------------|
| First: July 1 – September 30              | October 30 |
| Second: October 1 – December 31           | January 30 |
| Third: January 1 – March 31               | April 30   |
| Fourth: April 1 – June 30                 | August 20  |

**7. Program Reporting Requirements.**

- a. HSSS Standards Guidance provides additional detail on programmatic activities and reporting requirements.
- b. LPHA will participate in twice yearly HSSS data cleaning and annual evaluation of data.
- c. All annual required data must be entered into Orpheus and CDC approved HIV testing database by February 1 for the prior calendar year.
- d. LPHA must submit Mid-Year Program Report and Annual Program Report as follows:

| HSSS Program Reports          | Due Date   |
|-------------------------------|------------|
| Mid-Year: July 1– December 31 | January 30 |
| Annual: July 1 – June 30      | August 20  |

- e. If these programmatic reporting timelines are not met, OHA will work with LPHA or its subcontractor to establish and implement a corrective action plan.

**8. Performance Measures**

Not applicable

**9. Funding Information**

- a. **Payor of last resort:** CDC grant funds should be prioritized for use before HRSA funds when possible. HRSA funds must be used as dollars of last resort. HSSS funds shall not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs.
- b. **Direct cash payments:** Funds shall not be used to provide direct cash payment or reimbursement to any person receiving services under this Program Element.

- c. **Specific use of funds:** Funds may only be used for those HSSS services detailed in the OHA approved budget. Approved local program budgets shall be kept on file with OHA.
- d. **Prioritized funding for AIDS Drug Assistance Programs.** HSSS services are supported by HRSA Program Income, generated by the AIDS Drug Assistance Program (ADAP). OHA is required to ensure (ADAP) services are available to eligible Oregonians. HRSA Program Income available for HSSS cannot be guaranteed. OHA reserves the right to terminate or modify funding under this Program Element with 90 days advance written notice to LPHA, if OHA deems it necessary to ensure the stability of ADAP services.
- e. **Unspent funds:** No carryover of unspent funds will be allowed under this Program Element. OHA will direct any unspent funds to address emerging and future service needs.

#### 10. Subcontracted Services

- a. LPHA may use HSSS funds to subcontract with other LPHAs to deliver any or all HSSS activities.
- b. LPHA may use HSSS funds to subcontract with community-based organizations to perform Testing and deliver Enhanced HSSS services.
- c. LPHA must complete and submit any subcontractor budgets as part of the overall budget to OHA for review and approval.
- d. LPHA must ensure that each subcontractor adheres to the standards, minimum requirements, and reporting responsibilities outlined in Section 8, items a-f, and HSSS Standards and Budget Guidance.
- e. LPHA must require subcontractor(s) to participate in any applicable training and capacity building and quality assurance activities.

**EXHIBIT C**  
**FINANCIAL ASSISTANCE AWARD AND**  
**REVENUE AND EXPENDITURE REPORT**

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

- 1. Financial Assistance Award.**
- 2. Explanation of the Financial Assistance Award**
- 3. Oregon Health Authority Public Health Division Expenditure and Revenue Report.**
- 4. Instructions for OHA Public Health Division Expenditure and Revenue Report.**

LPHA will conduct the services for each Program Element listed in the Financial Assistance Award, as further explained by the Explanation of the Financial Assistance Award.

For each applicable Program Element, LPHA must report revenues and expenditures according to the schedule provided within the Program Element using the Oregon Health Authority Public Health Division Expenditure and Revenue Report according to the Instructions for OHA Public Health Division Expenditure and Revenue Report within this Exhibit C.

## FINANCIAL ASSISTANCE AWARD (FY26)

| State of Oregon<br>Oregon Health Authority<br>Public Health Division                                                       |                                                                   |                             |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------|
| <b>1) Grantee</b><br>Name: Deschutes County<br><br>Street: 2577 NE Courtney Dr.<br>City: Bend<br>State: OR Zip: 97701-7638 | <b>2) Issue Date</b><br>Tuesday, July 1, 2025                     | <b>This Action</b><br>Award |
|                                                                                                                            |                                                                   | FY 2026                     |
|                                                                                                                            | <b>3) Award Period</b><br>From July 1, 2025 through June 30, 2026 |                             |

| 4) OHA Public Health Funds Approved |                                                          |                        |                     |                       |
|-------------------------------------|----------------------------------------------------------|------------------------|---------------------|-----------------------|
| Number                              | Program                                                  | Previous Award Balance | Increase / Decrease | Current Award Balance |
| PE01-01                             | State Support for Public Health                          | \$0.00                 | \$58,471.25         | \$58,471.25           |
| PE03                                | Tuberculosis Case Management                             | \$0.00                 | \$3,800.00          | \$3,800.00            |
| PE12-01                             | Public Health Emergency Preparedness and Response (PHEP) | \$0.00                 | \$103,634.00        | \$103,634.00          |
| PE13                                | Tobacco Prevention and Education Program (TPEP)          | \$0.00                 | \$491,951.50        | \$491,951.50          |
| PE36                                | Alcohol & Drug Prevention Education Program (ADPEP)      | \$0.00                 | \$100,624.00        | \$100,624.00          |
| PE36-01                             | OSPTR Board Primary Prevention Funding                   | \$0.00                 | \$39,753.00         | \$39,753.00           |
| PE40-01                             | WIC NSA: July - September                                | \$0.00                 | \$219,999.00        | \$219,999.00          |
| PE40-02                             | WIC NSA: October - June                                  | \$0.00                 | \$659,995.00        | \$659,995.00          |
| PE40-05                             | Farmer's Market                                          | \$0.00                 | \$5,120.00          | \$5,120.00            |
| PE42-03                             | MCAH Perinatal General Funds & Title XIX                 | \$0.00                 | \$19,222.00         | \$19,222.00           |
| PE42-04                             | MCAH Babies First! General Funds                         | \$0.00                 | \$21,367.00         | \$21,367.00           |
| PE42-11                             | MCAH Title V                                             | \$0.00                 | \$71,090.00         | \$71,090.00           |
| PE42-12                             | MCAH Oregon Mothers Care Title V                         | \$0.00                 | \$68,251.00         | \$68,251.00           |
| PE44-01                             | SBHC Base                                                | \$0.00                 | \$360,000.00        | \$360,000.00          |
| PE44-02                             | SBHC - Mental Health Expansion                           | \$0.00                 | \$412,154.00        | \$412,154.00          |
| PE46-05                             | RH Community Participation & Assurance of Access         | \$0.00                 | \$32,742.00         | \$32,742.00           |
| PE50                                | Safe Drinking Water (SDW) Program (Vendors)              | \$0.00                 | \$128,426.03        | \$128,426.03          |
| PE51-01                             | LPHA Leadership, Governance and Program Implementation   | \$0.00                 | \$804,669.00        | \$804,669.00          |
| PE51-02                             | Regional Partnership Implementation                      | \$0.00                 | \$553,897.00        | \$553,897.00          |
| PE60                                | Suicide Prevention, Intervention and Postvention         | \$0.00                 | \$40,209.25         | \$40,209.25           |

| 4) OHA Public Health Funds Approved |                                                  |                        |                     |                       |
|-------------------------------------|--------------------------------------------------|------------------------|---------------------|-----------------------|
| Number                              | Program                                          | Previous Award Balance | Increase / Decrease | Current Award Balance |
| PE63                                | MCAH LPHA Community Lead Organizations           | \$0.00                 | \$185,000.00        | \$185,000.00          |
| PE81-01                             | HIV/STI Statewide Services (HSSS) Federal Funds  | \$0.00                 | \$85,152.00         | \$85,152.00           |
| PE81-02                             | HIV/STI Statewide Services (HSSS) Program Income | \$0.00                 | \$412,810.00        | \$412,810.00          |
|                                     |                                                  | \$0.00                 | \$4,878,337.03      | \$4,878,337.03        |

**5) Foot Notes:**

PE01-01 07/2025: funding available 7/1/25-9/30/25 only.

PE40-01 07/2025: funds available 7/1/25-9/30/2025 only

PE40-02 07/2025: funds available 10/1/25-6/30/26 only

PE42-11 07/2025: Indirect rate caps at 10%.

PE42-12 07/2025: Indirect rate caps at 10%.

**6) Comments:**

PE36 07/2025: \$25,156.00 available 7/1/25 - 9/30/25 only.

PE36-01 07/2025: rollover unspent SFY25 funds of \$39,753

PE60 07/2025: \$40,209.25 available 7/1/25-9/29/25 only (includes rollover unspent SFY25 funds of \$12,596, per grantee request)

PE81-01 07/2025: \$78,056 available 7/1/25-5/31/26 only; \$7,096 available 6/1/26-6/30/26 only

**7) Capital outlay Requested in this action:**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

| Program | Item Description | Cost | PROG APPROV |  |
|---------|------------------|------|-------------|--|
|         |                  |      |             |  |
|         |                  |      |             |  |



## EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

### 1. Format and Abbreviations in Financial Assistance Award

The Financial Assistance Award consists of the following Items and Columns:

- a. **Item 1 “Grantee”** is the name and address of the LPHA;
- b. **Item 2 “Issue Date” and “This Action”** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and
- c. **Item 3 “Award Period”** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see “Footnotes” below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- d. **Item 4 “OHA Public Health Funds Approved”** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
  - (1) **Column 1 “Program”** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
  - (2) **Column 2 “Award Balance”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
  - (3) **Column 3 “Increase/(Decrease)”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of

facilitating LPHA's administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

- (4) **Column 4 "New Award Balance"** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA's maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the "Footnotes" section, in which an explanation of the limitation or condition will be set forth.

- e. **Item 5 "Footnotes"** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Footnotes" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Footnotes" section when expending or utilizing financial assistance subject thereto.
- f. **Item 6 "Comments"** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the "Comments" section and on the appropriate line of the "New Award Balance" column of the "OHA Public Health Funds Approved" section. LPHA must comply with the limitations or conditions set forth in the "Comments" section when expending or utilizing financial assistance subject thereto.
- g. **Item 7 "Capital Outlay Requested in This Action"** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA's approval of LPHA's capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA's expenditure of financial assistance provided hereunder for that purpose and provides a brief OHA definition of a capital outlay. The information associated with OHA's approval of LPHA's capital outlay request are displayed in a columnar format as follows:
- (1) **Column 1 "Program"** the information presented in this column indicates the Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
- (2) **Column 2 "Item Description"** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
- (3) **Column 3 "Cost"** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
- (4) **Column 4 "Prog Approv"** the presence of the initials of an OHA official approves the LPHA request for capital outlay.

2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

## Oregon Health Authority Public Health Division Expenditure and Revenue Report

| OREGON HEALTH AUTHORITY<br>PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT<br>EMAIL: OHA-PHD.ExpendRevReport@odhsoh.                                                                                                                                                                                                                                                                                                                                                                          |                     |               |                     |               |                     |               |                     |               |                     |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|---------------|
| Agency: [Enter your agency name]                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |               |                     |               |                     |               |                     |               |                     |               |
| Program: [Enter the Program Element Number / Sub Element and Title]                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |               |                     |               |                     |               |                     |               |                     |               |
| Fiscal Year: July 1, [start year] to June 30, [end year]                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |               |                     |               |                     |               |                     |               |                     |               |
| BREAKDOWN BY FISCAL YEAR QUARTER                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |               |                     |               |                     |               |                     |               |                     |               |
| REVENUE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Q1: Jul, Aug, Sep   |               | Q2: Oct, Nov, Dec   |               | Q3: Jan, Feb, Mar   |               | Q4: Apr, May, Jun   |               | Fiscal Year To Date |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | OHA/PHD Revenue     | LPHA Revenue  | OHA/PHD Revenue     | LPHA Revenue  | OHA/PHD Revenue     | LPHA Revenue  | OHA/PHD Revenue     | LPHA Revenue  | OHA/PHD Revenue     | LPHA Revenue  |
| 1. Revenue from Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 2. Donations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 3. 3rd Party Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 4. Other Program Revenue                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| <b>TOTAL PROGRAM INCOME</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     | \$ -          |                     | \$ -          |                     | \$ -          |                     | \$ -          |                     | \$ -          |
| 5. Other Local Funds (Identify)                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 5a.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 5b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 6. Medicaid/OHP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 7. Volunteer and In-Kind (estimate value)                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 8. Other (Specify)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 9. Other (Specify)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 10. Other (Specify)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| <b>TOTAL REVENUE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          |
| EXPENDITURES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Q1: Jul, Aug, Sep   |               | Q2: Oct, Nov, Dec   |               | Q3: Jan, Feb, Mar   |               | Q4: Apr, May, Jun   |               | Fiscal Year To Date |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | OHA/PHD Expenditure | Expenditure s | OHA/PHD Expenditure | Expenditure s | OHA/PHD Expenditure | Expenditure s | OHA/PHD Expenditure | Expenditure s | OHA/PHD Expenditure | Expenditure s |
| 1. Personal Services (Salaries and Benefits)                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 2. Services and Supplies (Total)                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          |
| 2a. Professional Services/Contracts                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 2b. Travel & Training                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 2c. General Supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 2d. Medical Supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| Services & Supplies Expenditures" Form)                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          |
| 3. Capital Outlay                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 4. Indirect Cost (\$)                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 4a. Indirect Rate (%)                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |               |                     |               |                     |               |                     |               |                     |               |
| <b>TOTAL EXPENDITURES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          |
| <b>Less Total Program Income</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | \$ -          |                     | \$ -          |                     | \$ -          |                     | \$ -          |                     | \$ -          |
| <b>AL REIMBURSABLE EXPENDITURES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     | \$ -          |                     | \$ -          |                     | \$ -          |                     | \$ -          |                     | \$ -          |
| Check Box if amounts have been revised since report previously                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     |               |                     |               |                     |               |                     |               |                     |               |
| VIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.                                                                                                                                                                                                                                                                                                                                                                             |                     |               |                     |               |                     |               |                     |               |                     |               |
| ** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**                                                                                                                                                                                                                                                                                                                                                                        |                     |               |                     |               |                     |               |                     |               |                     |               |
| C. CATEGORY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Q1: Jul, Aug, Sep   |               | Q2: Oct, Nov, Dec   |               | Q3: Jan, Feb, Mar   |               | Q4: Apr, May, Jun   |               | Fiscal Year To Date |               |
| 1. Client Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 2. Nutrition Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 3. Breastfeeding Promotion                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| 4. General Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |               |                     |               |                     |               |                     |               |                     | \$ -          |
| <b>TOTAL VIC PROGRAM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          | \$ -                | \$ -          |
| D. CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     |               |                     |               |                     |               |                     |               |                     |               |
| I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415) |                     |               |                     |               |                     |               |                     |               |                     |               |
| PREPARED BY PHONE AUTHORIZED AGENT SIGNATURE DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                     |               |                     |               |                     |               |                     |               |                     |               |

Form Number 23-152

Revised Oct 2024

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TITLE OF FORM:</b>                     | <b>Instructions for OHA Public Health Division Expenditure and Revenue Report</b>                                                                                                                                                                                                                                                                                                                                     |
| <b>FORM NUMBER:</b>                       | <b>23-152</b>                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>WHO MUST COMPLETE THE FORM 23-152:</b> | All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant- funded program (submitting a separate report for each Program Element and sub-element). Agencies are responsible for ensuring that each report is completed accurately, signed and submitted in a timely manner.                      |
| <b>WHERE TO SUBMIT REPORT:</b>            | <a href="mailto:OHA-PHD.ExpendRevReport@dhsosha.state.or.us">OHA-PHD.ExpendRevReport@dhsosha.state.or.us</a>                                                                                                                                                                                                                                                                                                          |
| <b>WHEN TO SUBMIT:</b>                    | Reports for grants are due <b>30 days</b> following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. <b>Any</b> expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.                                                     |
| <b>REPORT REVISIONS:</b>                  | Subject to OHA's discretion regarding accurate accounting, access to federal funds, and grant administration, OHA will accept <i>revised</i> revenue and expenditure reports.                                                                                                                                                                                                                                         |
| <b>WHAT TO SUBMIT:</b>                    | Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly. Each Program Element has unique funding source and reporting requirements. To ensure clarity and compliance with these requirements, a separate report must be filed for <b>each</b> applicable Program Element and any sub-elements |

### INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made, or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

**OHA/PHD:** Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title, and Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

|                                  |                                                                                                                                                                                                                                                                                             |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. REVENUE</b>                | <b>Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.</b>                                                                                                                                          |
| <b>Program Revenue</b>           | Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.                                                                                                      |
| <b>TOTAL PROGRAM INCOME</b>      | The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.                                                                                                                                                                |
| <b>Non-OHA/PHD Revenue</b>       | Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue is not subtracted from OHA/PHD expenditures. |
| <b>TOTAL REVENUE</b>             | The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.                                                                                                                                             |
| <b>Fiscal Year To Date</b>       | The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.                                                                                                                                                    |
| <b>B. EXPENDITURES</b>           | <b>Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.</b>                                                                                                                                                 |
| <b>Non-OHA/PHD Expenditures</b>  | Program expenditures not reimbursed by the OHA Public Health Division.                                                                                                                                                                                                                      |
| <b>OHA/PHD Expenditures</b>      | Reimbursable expenditures less program income.                                                                                                                                                                                                                                              |
| <b>Line 1. Personal Services</b> | Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 200.430, require the maintenance of adequate time activity reports for individuals paid from grant funds.                           |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Line 2. Services and Supplies (Total)</b>    | The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Line 2a. Professional Services/Contracts</b> | Report contract and other professional services expenditures for each quarter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Line 2b. Travel &amp; Training</b>           | Report travel and training expenditures for each quarter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Line 2c. General Supplies</b>                | Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Line 2d. Medical Supplies</b>                | Report expenditures for medical supplies for each quarter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Line 2e. Other</b>                           | Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Line 3. Capital Outlay</b>                   | Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 75.<br><b><i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i></b>               |
| <b>Line 4. Indirect Cost (\$)</b>               | Report indirect costs for each quarter. LPHA shall not use the funds for indirect costs as that term is defined in 2 CFR 200.1 in excess of a federally-approved negotiated indirect cost rate, or in excess of fifteen percent (15%) if LPHA does not have a federally approved negotiated indirect cost rate, except if LPHA does not have a federally-approved rate, LPHA may request a higher rate than the 15% de minimis rate by submitting a written request to OHA and OHA will determine the appropriate rate in collaboration with LPHA. LPHA does not need to have documentation to justify the 15% de minimis indirect cost rate. However, costs must be consistently charged as either indirect or direct costs and may not be double charged or inconsistently charged as both and must otherwise be in accordance with 2 CFR 200.403. |
| <b>Line 4a. Indirect Rate (%)</b>               | Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>TOTAL EXPENDITURES</b>                       | The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Less Total Program Income</b>                | Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>TOTAL REIMBURSABLE EXPENDITURES</b>          | The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Fiscal Year To Date</b>                      | The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>C. WIC PROGRAM ONLY</b>                      | Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>WIC GENERAL LEDGER REPORTING</b>             | Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>TOTAL WIC PROGRAM</b>                        | The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Fiscal Year to Date</b>                      | The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>D. CERTIFICATE</b>                           | Certify the report.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Prepared By</b>                        | Enter the name and phone number of the person preparing the report.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Authorized Agent Signature</b>         | Obtain the signature, name and date of the authorized agent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Where to Submit Report</b>             | Email the report to the Email To: address indicated on the form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>REIMBURSEMENT FROM THE STATE</b>       | Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>WHEN A BUDGET REVISION IS REQUIRED</b> | <p>It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required:</p> <ul style="list-style-type: none"><li>● If a transfer would result in or reflect a significant change in the character or scope of the program.</li><li>● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.</li></ul> |

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

1. **Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g., certain Oregon counties that agree to engage in this activity.)
  - a. **Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
  - b. **LPHA Enforcement Functions.** LPHA shall assume the following enforcement functions:
    - (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
    - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
    - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
    - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
    - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
    - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c. (3) “OHA Responsibilities.”
    - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
    - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
    - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
  - c. **LPHA Training.** LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.
  - d. **OHA Responsibilities.** OHA shall:
    - (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
    - (2) Provide technical assistance to LPHAs.

- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

## 2. HIPAA/HITECH COMPLIANCE.

- a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.
    - (1) **Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
    - (2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.
  - b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.
3. If OHA intends to request reimbursement from FEMA for all allowable costs, Recipient shall provide to OHA timely reports that provide enough detail to OHA's reasonable satisfaction, in order to obtain FEMA's reimbursement.



## EXHIBIT E GENERAL TERMS AND CONDITIONS

### 1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:
- (1) LPHA is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. LPHA understands and agrees that OHA's participation in this Agreement is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - (2) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
  - (3) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's Underexpenditure or Overexpenditure of prior disbursements.
  - (4) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

Agreement Settlement will be used to reconcile any discrepancies in the final Expenditure Report and actual OHA disbursements of funds awarded under a particular line of Exhibit C, "Financial Assistance Award." For purposes of this section, amounts due to LPHA are determined by the actual amount of reported on the final Expenditure Report under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" sections of the Agreement or as required in an applicable Program Element, and subject to the terms and limitations in this Agreement.

After OHA reconciles the final Expenditure Report, OHA will send an Agreement Settlement Letter to the LPHA to adjust funds when applicable

- b. Conditions Precedent to Disbursement.** OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.

- (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

**c. Recovery of Financial Assistance.**

- (1) **Notice of Underexpenditure, Overexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Underexpenditure or Overexpenditure" below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Misexpenditure" below.
- (2) **Recovery of Underexpenditure or Overexpenditure.**
- (a) **LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure amount.
- (b) **Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover from Future Payments" below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to "Appeal Process" above, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to

offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

**(3) Recovery of Misexpenditure.**

- (a) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA must appeal a final written decision from the Federal Government, to either:
- i.** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
  - ii.** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments") below; or
  - iii.** Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:
- i. Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of

the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery from Future Payments" below. If OHA and LPHA continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

**ii. Appeal from Federal-Identified Misexpenditure.**

- A.** If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 CFR Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either

LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- B.** If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below.
- C.** If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover From Future Payments” below.
- D.** Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:

  - I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
  - II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA

officers concerning services in the category where the officers are listed:

**Public Health Services:**

- Public Health Director
- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send OHA writings described in this paragraph to LPHA by mail and email.

- III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
- IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
- V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
- VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
- VII. OHA rule does not authorize an expenditure that this Agreement prohibits.

- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to

offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

**d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.**

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- (3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
  - (a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
  - (b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

**2. Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.

**3. Subcontracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this

Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.

4. **Subcontractor Monitoring.** In accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts. LPHAs must have internal controls and policies in place to ensure there are no unresolved conflicts of interest between the subcontractor and the individual monitoring the subcontractor.

5. **Alternative Formats and Translation of Written Materials, Interpreter Services.** In connection with the delivery of Program Element services, LPHA shall:

- a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
- b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, all written materials in the prevalent non-English languages in LPHA's service area.
- c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
- d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

6. **Reporting Requirements.** For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after



end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are:

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter's expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination", of LPHA's obligation to include that Program Element in its public health program.
8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.
9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial

assistance disbursed by OHA under this Agreement or with respect to Program Element services delivered.

- 11. Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under "Resolution of Disputes, Generally" below.
- 12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 13.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
- 14. Purchase and Disposition of Equipment.**
- a.** For purposes of this section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per item. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network
  - (2) Personal Computer
  - (3) Printer/Plotter
  - (4) Server
  - (5) Storage devices that will contain Client information.
  - (6) Storage devices that will not contain Client information when the acquisition cost is \$100 or more
  - (7) Software when the acquisition cost is \$100 or more

- b. For any Equipment purchased with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:
- (1) description of the Equipment;
  - (2) serial number;
  - (3) source of funding for the Equipment (including the FAIN);
  - (4) who holds title;
  - (5) where Equipment was purchased;
  - (6) acquisition cost and date
  - (7) percentage of federal participation in cost;
  - (8) location, use and condition of the Equipment; and
  - (9) any ultimate disposition data including the date of disposal and sale price of the Equipment
- c. LPHA shall provide the Equipment inventory list to OHA upon request. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.
- d. Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor's use in the delivery of services formerly provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.
- e. Funds from this Agreement used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the OHA's written, or e-mail approval provided authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

**EXHIBIT F**  
**STANDARD TERMS AND CONDITIONS**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject, and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

  - a.** LPHA represents and warrants as follows:

    - (1) Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) Due Authorization.** The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of LPHA's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which LPHA is a party or by which LPHA may be bound or affected. No authorization,

consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by LPHA of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

**b. OHA represents and warrants as follows:**

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

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

**5. Ownership of Intellectual Property.**

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual

property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

- c. LPHA shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

**6. LPHA Default.** LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
  - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.
8. **Corrective Action Plan and Termination.**
- a. Upon OHA's identification of any deficiencies in LPHA's performance under this Agreement, OHA will notify LPHA in writing of the identified deficiencies. Deficiencies include, without limitation, failure to submit reports as required or meet performance requirements. LPHA shall, within 30 days of receipt of such written notice of deficiency from OHA, respond in writing to OHA (with supporting documentation, if applicable) in one of the following ways: 1) by disputing the deficiency, 2) by notifying OHA that the deficiency has been corrected, or 3) preparing and submitting to OHA a Corrective Action Plan (CAP) to be reviewed and approved by OHA. If LPHA responds with options 1) or 2) from the previous sentence, OHA will carefully consider the response. However, if OHA finds and notifies LPHA that a deficiency persists, LPHA must submit a CAP to OHA within 14 days after said notification. Upon LPHA request, OHA will provide assistance to LPHA in the development or revising of the CAP. The CAP shall include, but is not limited to, the following information:
    - (1) Reason(s) for the CAP;
    - (2) The date the CAP will become effective, with timelines for implementation;
    - (3) Planned action already taken to correct the deficiencies and proposed resolutions to address remaining deficiencies identified, with oversight and monitoring by OHA; and
    - (4) Proposed remedies, short of termination, should LPHA not come into compliance within the timelines set forth in the CAP.
  - b. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more Program Elements in its public health program:
    - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
    - (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
    - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
    - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
  - c. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate or suspend its obligation to provide financial assistance under this Agreement for one or more Program Elements described in the Financial Assistance Award:

- (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
- (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate or suspend its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
- (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.
- (7) Immediately upon written notice to LPHA, if LPHA fails to comply with a CAP submitted to and approved by OHA.

## 9. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except:  
(1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial



assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.

- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.
- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
- d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
- e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance disbursed by OHA under this Agreement, or with respect to Program Element services delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a

termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.
11. **Records Maintenance, Access, and Confidentiality.**
  - a. **Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24-hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
  - b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.
  - c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
  - d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For

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

- 13. Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 14. Assignment of Agreement, Successors in Interest.**
- a.** LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
  - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
- 15. No Third-Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the term or provision held to be invalid.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
500 Summer Street NE, E03  
Salem, Oregon 97301  
Telephone: 503-945-5818 Facsimile: 503-378-4324

**COUNTY:** Deschutes County,  
DaiLeneWilson  
221 S Oregon Street  
Condon, Oregon 97823  
Telephone: (541) 351-9499 Facsimile:  
Email: [dailene@gilliamcountypublichealth.org](mailto:dailene@gilliamcountypublichealth.org)

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any Amendments so executed shall constitute an original.
- 21. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.
- 23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

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

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

- 24. Indemnification by LPHA Subcontractor.** LPHA shall take all reasonable steps to cause its subcontractor, that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("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 LPHA's subcontractors or any of the officers, agents, employees or subcontractors of the subcontractor ("Claims"). It is the specific intention of the parties that the 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 subcontractor from and against all Claims.

## EXHIBIT G

### REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** LPHA shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:
  - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that

Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Subrecipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a subrecipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA upon request as needed. If a subrecipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, LPHA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that



impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time-to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
  - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or

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

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider who has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

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

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

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

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Chapter II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

## EXHIBIT H

### REQUIRED SUBCONTRACT PROVISIONS

1. **Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of \_\_\_\_\_, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
  - a. Subcontractor may not expend on the delivery of \_\_\_\_\_ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of \_\_\_\_\_.
  - b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
  - c. Subcontractor may expend funds paid to Subcontractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
2. **Records Maintenance, Access and Confidentiality.**
  - a. **Access to Records and Facilities.** LPHA, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
  - b. **Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the above period, Subcontractor shall retain the records until the questions are resolved.
  - c. **Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Subcontractor under this Contract for employee compensation. Subcontractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
  - d. **Safeguarding of Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**3. Alternative Formats of Written Materials.** In connection with the delivery of Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

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

- 4. **Compliance with Law.** Subcontractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2025, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

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

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

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

**7. Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, LPHA, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.

**8. Required Subcontractor Insurance Language.**

- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
- b. Subcontractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“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 Subcontractor 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 Subcontractor from and against all Claims.

**9. Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

## EXHIBIT I

### SUBCONTRACTOR INSURANCE REQUIREMENTS

**General Requirements.** LPHA shall require its first tier Subcontractors(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Subcontractors perform under contracts between LPHA and the Subcontractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

**Waiver.** LPHA may request a waiver of the insurance requirements set forth in this Exhibit I by submitting a request to [lpha.tribes@oha.oregon.gov](mailto:lpha.tribes@oha.oregon.gov). Any waiver granted shall be at the sole discretion of OHA and must be approved in writing. However, commercial general liability (CGL) insurance requirements will not be waived absent compelling circumstances, as determined solely by OHA. The granting of a waiver in one instance shall not constitute a waiver in any other instance, nor shall it modify or waive any other obligations under this Agreement.

#### TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY**

☒ **Required by OHA**   ☐ **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Subcontract not-to-exceed under this Agreement: | Required Insurance Amount: |
|-------------------------------------------------|----------------------------|
| \$0 - \$1,000,000.                              | \$1,000,000.               |
| \$1,000,001. - \$2,000,000.                     | \$2,000,000.               |
| \$2,000,001. - \$3,000,000.                     | \$3,000,000.               |
| In excess of \$3,000,001.                       | \$4,000,000.               |

3. **COMMERCIAL GENERAL LIABILITY**

☒ **Required by OHA**   ☐ **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Subcontract not-to-exceed under this Agreement: | Required Insurance Amount: |
|-------------------------------------------------|----------------------------|
| \$0 - \$1,000,000.                              | \$1,000,000.               |
| \$1,000,001. - \$2,000,000.                     | \$2,000,000.               |
| \$2,000,001. - \$3,000,000.                     | \$3,000,000.               |
| In excess of \$3,000,001.                       | \$4,000,000.               |

**4. AUTOMOBILE LIABILITY INSURANCE**

☒ **Required by OHA** ☐ **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

**Bodily Injury, Death and Property Damage:**

☒ Per occurrence for all claimants for claims arising out of a single accident or occurrence:

| Subcontract not-to-exceed under this Agreement: | Required Insurance Amount: |
|-------------------------------------------------|----------------------------|
| \$0 - \$1,000,000.                              | \$1,000,000.               |
| \$1,000,001. - \$2,000,000.                     | \$2,000,000.               |
| \$2,000,001. - \$3,000,000.                     | \$3,000,000.               |
| In excess of \$3,000,001.                       | \$4,000,000.               |

- 5. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- 6. "TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the Subcontractor's completion and LPHA's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request, and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 7. NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 8. CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**EXHIBIT J****Information required by CFR Subtitle B with guidance at 2 CFR Part 200****PE12-01 Public Health Emergency Preparedness and Response (PHEP)**

|                                      |                                                                   |
|--------------------------------------|-------------------------------------------------------------------|
| Federal Award Identification Number: | NU90TU000054                                                      |
| Federal Award Date:                  |                                                                   |
| Budget Performance Period:           | 07/01/2025-06/30/2026                                             |
| Awarding Agency:                     | CDC                                                               |
| CFDA Number:                         | 93.069                                                            |
| CFDA Name:                           | Public Health Emergency Preparedness                              |
| Total Federal Award:                 | 8465953                                                           |
| Project Description:                 | Public Health Emergency Preparedness (PHEP) Cooperative Agreement |
| Awarding Official:                   | Rachel M Forche                                                   |
| Indirect Cost Rate:                  | 17.79                                                             |
| Research and Development (T/F):      | FALSE                                                             |
| HIPPA                                | No                                                                |
| PCA:                                 | TBD                                                               |
| Index:                               | TBD                                                               |

| Agency    | UEI          | Amount       | Grand Total: |
|-----------|--------------|--------------|--------------|
| Deschutes | SVJRCF7JN519 | \$103,634.00 | \$103,634.00 |

**PE36 Alcohol & Drug Prevention Education Program (ADPEP)**

|                                      |                                                                          |                                                                          |
|--------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Federal Award Identification Number: | B08TI087061                                                              | B08TI088128                                                              |
| Federal Award Date:                  | 07/22/24                                                                 | 02/24/25                                                                 |
| Budget Performance Period:           | 10/1/23 - 9/30/25                                                        | 10/1/24 - 9/30/26                                                        |
| Awarding Agency:                     | SAMHSA                                                                   | SAMSHA                                                                   |
| CFDA Number:                         | 93.959                                                                   | 93.959                                                                   |
| CFDA Name:                           | Block Grants for Prevention and Treatment of Substance Abuse             | Block Grants for Prevention and Treatment of Substance Abuse             |
| Total Federal Award:                 | \$26,192.258                                                             | 6,546,489                                                                |
| Project Description:                 | Substance Abuse Prevention, Treatment, and Recovery Services Block Grant | Substance Abuse Prevention, Treatment, and Recovery Services Block Grant |
| Awarding Official:                   | Anthony Provenzano                                                       | Anthony Provenzano                                                       |
| Indirect Cost Rate:                  | 16.63%                                                                   | 16.96%                                                                   |
| Research and Development (T/F):      | FALSE                                                                    | FALSE                                                                    |
| HIPPA                                | No                                                                       | No                                                                       |
| PCA:                                 | 52534                                                                    | 52803                                                                    |
| Index:                               | 50341                                                                    | 50341                                                                    |

| Agency    | UEI          | Amount      | Amount      | Grand Total: |
|-----------|--------------|-------------|-------------|--------------|
| Deschutes | SVJRCF7JN519 | \$25,156.00 | \$75,468.00 | \$100,624.00 |



**PE40-01 WIC NSA: July - September**

|                                      |                           |                         |                             |
|--------------------------------------|---------------------------|-------------------------|-----------------------------|
| Federal Award Identification Number: | TBD                       | TBD                     | TBD                         |
| Federal Award Date:                  |                           |                         |                             |
| Budget Performance Period:           | 10/1/24-9/30/25           | 10/1/24-9/30/25         | 10/1/24-9/30/25             |
| Awarding Agency:                     | FNS, USDA                 | FNS, USDA               | FNS USDA                    |
| CFDA Number:                         | 10.557                    | 10.557                  | 10.557                      |
| CFDA Name:                           | Women Infants & Children  | WIC NSA Grant           | WIC NSA Grant               |
| Total Federal Award:                 | TBD                       | TBD                     | TBD                         |
| Project Description:                 | WIC ADMIN                 | WIC Nutrition Education | WIC Breastfeeding Promotion |
| Awarding Official:                   | Western Region, FNS, USDA | USDA Western Region     | USDA Western Region         |
| Indirect Cost Rate:                  | 0, 100% pass through      | 0                       | 0                           |
| Research and Development (T/F):      | FALSE                     | FALSE                   | FALSE                       |
| HIPPA                                | No                        | No                      | No                          |
| PCA:                                 | 52441                     | 52443                   | 52442                       |
| Index:                               | 50331                     | 50331                   | 50331                       |

| Agency    | UEI          | Amount       | Amount      | Amount     | Grand Total: |
|-----------|--------------|--------------|-------------|------------|--------------|
| Deschutes | SVJRCF7JN519 | \$168,408.00 | \$44,000.00 | \$7,591.00 | \$219,999.00 |

**PE40-02 WIC NSA: October - June**

|                                      |                           |                           |                           |
|--------------------------------------|---------------------------|---------------------------|---------------------------|
| Federal Award Identification Number: | TBD                       | TBD                       | TBD                       |
| Federal Award Date:                  |                           |                           |                           |
| Budget Performance Period:           | 10/01/2025-09/30/2026     | 10/01/2025-09/30/2026     | 10/01/2025-09/30/2026     |
| Awarding Agency:                     | FNS USDA                  | FNS USDA                  | FNS USDA                  |
| CFDA Number:                         | 10.557                    | 10.557                    | 10.557                    |
| CFDA Name:                           | Women Infant Children     | Women Infant Children     | Women Infant Children     |
| Total Federal Award:                 | TBD                       | TBD                       | TBD                       |
| Project Description:                 | WIC NSA Grant             | WIC NSA Grant             | WIC NSA Grant             |
| Awarding Official:                   | Western Region, FNS, USDA | Western Region, FNS, USDA | Western Region, FNS, USDA |
| Indirect Cost Rate:                  | 0                         | 0                         | 0                         |
| Research and Development (T/F):      | FALSE                     | FALSE                     | FALSE                     |
| HIPPA                                | No                        | No                        | No                        |
| PCA:                                 | 52441                     | 52443                     | 52442                     |
| Index:                               | 50331                     | 50331                     | 50331                     |

| Agency    | UEI          | Amount       | Amount       | Amount      | Grand Total: |
|-----------|--------------|--------------|--------------|-------------|--------------|
| Deschutes | SVJRCF7JN519 | \$505,223.00 | \$131,999.00 | \$22,773.00 | \$659,995.00 |

**PE42-11 MCAH Title V**

|                                      |                                                                 |
|--------------------------------------|-----------------------------------------------------------------|
| Federal Award Identification Number: | B0454571                                                        |
| Federal Award Date:                  | 03/19/25                                                        |
| Budget Performance Period:           | 10/01/2024 - 9/30/2026                                          |
| Awarding Agency:                     | DHHS/HRSA                                                       |
| CFDA Number:                         | 93.994                                                          |
| CFDA Name:                           | Maternal and Child Health Services<br>Block Grant to the States |
| Total Federal Award:                 | \$2,839,952                                                     |
| Project Description:                 | Maternal and Child Health Services                              |
| Awarding Official:                   | Summer Puckett                                                  |
| Indirect Cost Rate:                  | 10%                                                             |
| Research and Development (T/F):      | FALSE                                                           |
| HIPPA                                | No                                                              |
| PCA:                                 | 52272                                                           |
| Index:                               | 50336                                                           |

| Agency    | UEI          | Amount      | Grand Total: |
|-----------|--------------|-------------|--------------|
| Deschutes | SVJRCF7JN519 | \$71,090.00 | \$71,090.00  |

**PE42-12 MCAH Oregon Mothers Care Title V**

|                                      |                                                                 |
|--------------------------------------|-----------------------------------------------------------------|
| Federal Award Identification Number: | B0454571                                                        |
| Federal Award Date:                  | 03/19/25                                                        |
| Budget Performance Period:           | 10/01/2024 - 9/30/2026                                          |
| Awarding Agency:                     | DHHS/HRSA                                                       |
| CFDA Number:                         | 93.994                                                          |
| CFDA Name:                           | Maternal and Child Health Services<br>Block Grant to the States |
| Total Federal Award:                 | \$2,839,952                                                     |
| Project Description:                 | Maternal and Child Health Services                              |
| Awarding Official:                   | Summer Puckett                                                  |
| Indirect Cost Rate:                  | 10%                                                             |
| Research and Development (T/F):      | FALSE                                                           |
| HIPPA                                | No                                                              |
| PCA:                                 | 52275                                                           |
| Index:                               | 50336                                                           |

| Agency    | UEI          | Amount      | Grand Total: |
|-----------|--------------|-------------|--------------|
| Deschutes | SVJRCF7JN519 | \$68,251.00 | \$68,251.00  |

**PE50 Safe Drinking Water (SDW) Program (Vendors)**

|                                      |             |             |                                                                                       |                                                        |                                                        |
|--------------------------------------|-------------|-------------|---------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| Federal Award Identification Number: | State Funds | State Funds | 02J58701                                                                              | 02J90801                                               | TBD                                                    |
| Federal Award Date:                  |             |             | 04/15/24                                                                              | 01/06/25                                               |                                                        |
| Budget Performance Period:           |             |             | 03/01/2024-02/28/2027                                                                 | 10/1/2024-09/30/2025                                   | 10/1/2025-09/30/2026                                   |
| Awarding Agency:                     |             |             | Environmental Protection Agency (EPA)                                                 | Environmental Protection Agency (EPA)                  | Environmental Protection Agency (EPA)                  |
| CFDA Number:                         |             |             | 66.468                                                                                | 66.432                                                 | 66.432                                                 |
| CFDA Name:                           |             |             | Capitalization Grants for Drinking Water State Revolving Funds                        | State Public Water System Supervision                  | State Public Water System Supervision                  |
| Total Federal Award:                 |             |             | 7428000                                                                               | 428250                                                 | TBD                                                    |
| Project Description:                 |             |             | Oregon's Drinking Water State Revolving Fund, Base Program: Appropriation for FFY2023 | State of Oregon Public Water System Supervision - FY25 | State of Oregon Public Water System Supervision - FY25 |
| Awarding Official:                   |             |             | Catelyn Jones                                                                         | Tiffany Eastman                                        | TBD                                                    |
| Indirect Cost Rate:                  |             |             | 17.79%                                                                                | 16.96%                                                 | 16.96%                                                 |
| Research and Development (T/F):      | FALSE       | FALSE       | FALSE                                                                                 | FALSE                                                  | FALSE                                                  |
| HIPPA                                | No          | No          | No                                                                                    | No                                                     | No                                                     |
| PCA:                                 | 51283       | 51058       | 51754                                                                                 | 51331                                                  | TBD1                                                   |
| Index:                               | 50204       | 50204       | 50204                                                                                 | 50204                                                  | 50204                                                  |

| Agency    | UEI          | Amount      | Amount      | Amount      | Amount     | Amount      | Grand Total: |
|-----------|--------------|-------------|-------------|-------------|------------|-------------|--------------|
| Deschutes | SVJRCF7JN519 | \$38,527.81 | \$12,842.60 | \$38,527.81 | \$9,631.95 | \$28,895.86 | \$128,426.03 |

**PE60 Suicide Prevention, Intervention and Postvention**

|                                      |                                                                                           |
|--------------------------------------|-------------------------------------------------------------------------------------------|
| Federal Award Identification Number: | H79SM090053                                                                               |
| Federal Award Date:                  | 09/04/24                                                                                  |
| Budget Performance Period:           | 09/30/2024-09/29/2025                                                                     |
| Awarding Agency:                     | SAMHSA                                                                                    |
| CFDA Number:                         | 93.243                                                                                    |
| CFDA Name:                           | Substance Abuse and Mental Health Services-Projects of Regional and National Significance |
| Total Federal Award:                 | 735000                                                                                    |
| Project Description:                 | GLS State/Tribal Youth Suicide                                                            |
| Awarding Official:                   | Janel Cubbage                                                                             |
| Indirect Cost Rate:                  | 16.96                                                                                     |
| Research and Development (T/F):      | FALSE                                                                                     |
| HIPPA                                | No                                                                                        |
| PCA:                                 | 52604                                                                                     |
| Index:                               | 50339                                                                                     |

| Agency    | UEI          | Amount      | Grand Total: |
|-----------|--------------|-------------|--------------|
| Deschutes | SVJRCF7JN519 | \$40,209.25 | \$40,209.25  |

**PE81-01 HIV/STI Statewide Services (HSSS) Federal Funds**

|                                      |                                                                       |                                                                       |
|--------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| Federal Award Identification Number: | NU62PS924848                                                          | NU62PS924848                                                          |
| Federal Award Date:                  |                                                                       |                                                                       |
| Budget Performance Period:           | TBD                                                                   | TBD                                                                   |
| Awarding Agency:                     | CDC                                                                   | CDC                                                                   |
| CFDA Number:                         | 93.940                                                                | 93.940                                                                |
| CFDA Name:                           | HIV Prevention Activities<br>Health Department Based                  | HIV Prevention Activities<br>Health Department Based                  |
| Total Federal Award:                 | \$2,128,141                                                           | TBD                                                                   |
| Project Description:                 | Oregon Health Authority HIV<br>Surveillance And Prevention<br>Program | Oregon Health Authority HIV<br>Surveillance And Prevention<br>Program |
| Awarding Official:                   | Nasima Marguerite Camp                                                | TBD                                                                   |
| Indirect Cost Rate:                  | 16.96%                                                                | 16.96%                                                                |
| Research and Development (T/F):      | FALSE                                                                 | FALSE                                                                 |
| HIPPA                                | No                                                                    | No                                                                    |
| PCA:                                 | TBD1                                                                  | TBD2                                                                  |
| Index:                               | 50403                                                                 | 50403                                                                 |

| Agency    | UEI          | Amount      | Amount     | Grand Total: |
|-----------|--------------|-------------|------------|--------------|
| Deschutes | SVJRCF7JN519 | \$78,056.00 | \$7,096.00 | \$85,152.00  |

## DOCUMENT RETURN STATEMENT

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

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

**Document number:** #185808; Doc. No. 2025-603 , hereinafter referred to as "Document."

|                          |                                             |
|--------------------------|---------------------------------------------|
| I, <u>Anthony DeBone</u> | <u>Chair, Board of County Commissioners</u> |
| Name                     | Title                                       |

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

Deschutes County Oregon by email.

**Contractor's name**

On \_\_\_\_\_ ,  
Date

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

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of a Notice of Intent to Award a contract for Yard Debris and Wood Waste Management Services

**RECOMMENDED MOTION:**

Move approval of a Notice of Intent to Award a contract for yard debris and wood waste management services to Bar Seven A Companies.

**BACKGROUND AND POLICY IMPLICATIONS:**

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

In May, 2025, the Solid Waste Department solicited proposals for furnishing yard debris and wood waste grinding and transportation services for the program. The Invitation to Bid was advertised in the Bend Bulletin and the Oregon Daily Journal of Commerce in May, 2025. During the solicitation period, a total of two contractors and three plan centers registered and downloaded the contract documents. Four contractors were sent an Invitation to bid, two of which were previous contract awardees. A bid were received from a single contractor, Bar Sevan A Companies. The contract is issued as a one-year agreement in an amount to not exceed \$700,000 in year one, with the option for annual renewal, subject to mutual agreement between the County and the vontractor.

**BUDGET IMPACTS:**

Funds are budgeted in the Solid Waste FY26 budget for these services.

**ATTENDANCE:**

Tim Brownell, Director of Solid Waste

July 23, 2025

**Sent via email & First Class Mail**

RE: Project – Yard Debris and Wood Waste Management Services

**NOTICE OF INTENT TO AWARD CONTRACT**

On July 23, 2025, the Board of County Commissioners of Deschutes County, Oregon, considered proposals for the above-referenced project. The Board of County Commissioners County Department determined that the successful [bidder or proposer] for the project was Bar Seven A Companies of Redmond, Oregon.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135 for contracts other than public improvements. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, July 30, 2025.**

Bar Seven A Companies  
July 23, 2025  
Page 2

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) [insert applicable OAR - 137-049-0450 for construction contracts or OAR 137-047-0740 for contracts other than construction]. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; fax (541) 383-0496; or email to david.doyle@deschutes.org.

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
DESCHUTES COUNTY, OREGON

---

[Authorized signature]

cc: See attached List



## Contract for Yard Debris and Wood Waste Management Services

Bar Seven A Companies  
PO Box 890  
Redmond, OR 97756  
Phone: (541) 548-4747  
Fax: (541) 548-0460  
[admin@barsevena.com](mailto:admin@barsevena.com)



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of an amendment to the Intergovernmental Agreement with the City of La Pine for law enforcement services

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-438, Amendment #1 to the Intergovernmental Agreement (2023-343) with the City of La Pine for law enforcement services.

**BACKGROUND AND POLICY IMPLICATIONS:**

This amendment will extend the provision of law enforcement services by DCSO to the City of La Pine for an additional three years.

**BUDGET IMPACTS:**

The City of La Pine will pay the Deschutes County Sheriff's Office \$273,123 for the first year of the extended agreement, \$286,780 in the second year, and \$301,119 in the third year.

**ATTENDANCE:**

Aaron Wells, Undersheriff  
William Bailey, Captain  
Jeff Price, Business Manager

REVIEWED

LEGAL COUNSEL

**DOCUMENT NO. 2025-438**  
**INTERGOVERNMENTAL AGREEMENT**  
**FOR LAW ENFORCEMENT SERVICES**  
**CITY OF LA PINE**  
**AMENDING DESCHUTES COUNTY DOCUMENT NO. 2023-343**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2023-343 dated July 1, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, by and through its Sheriff’s Office, herein after referred to as (“Sheriff”) and the City of La Pine, a municipal corporation of the State of Oregon, hereinafter referred to as (“City”), is amended, effective upon signing of all parties on July 1, 2025, whichever occurs later, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

The above-listed contract is amended and extended pursuant to its terms under 1.3 Extension as follows:

- **Duration**  
1.1. Effective Date. This agreement is effective July 1, 2025, and terminates at 11:59 p.m. on June 30, 2028, unless terminated sooner under Section 1.2 of this agreement.
- **Compensation**  
3.2 In the contract year beginning July 1, 2025, the City agrees to pay \$273,123; beginning July 1, 2026, the City agrees to pay \$286,780; and beginning July 1, 2027, the City agrees to pay \$301,119. (Years two and three of this contract each includes a planned 5% cost increase. See Attachment A for additional details). Attachment A is attached and incorporated herein which replaces the attachment from 2023-343. The Deschutes County Sheriff’s Office has elected to waive charging overtime as outlined in Section 3.3 unless authorized in writing by the City Manager of La Pine, or their designee, prior to accrual of said overtime. The City of La Pine and its representatives/designees holding authority over the performance of the terms of this agreement will not be held accountable nor expected to pay for the accrual of any unauthorized overtime hours in violation of this agreement and its requirements.

**FOR THE CITY OF LA PINE:**

\_\_\_\_\_  
Jeannine Earls, Mayor

Dated this \_\_\_\_ day of \_\_\_\_\_ 2025

ATTEST:

\_\_\_\_\_  
Geoff Wullschlager, City Manager

Dated this \_\_\_\_ day of \_\_\_\_\_ 2025

**DESCHUTES COUNTY SHERIFF’S OFFICE:**

\_\_\_\_\_  
Kent van der Kamp, Sheriff

Dated this \_\_\_\_ day of \_\_\_\_\_ 2025

**DESCHUTES COUNTY BOARD OF COMMISSIONERS:**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

\_\_\_\_\_  
ANTHONY DeBONE, CHAIR

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

ATTEST:

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

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

City of La Pine - Law Enforcement Services Rates

| # in position                           |            | Hours (annually) | Dollars Per Hour | Tot Hrs | Annual Expense |
|-----------------------------------------|------------|------------------|------------------|---------|----------------|
| 1                                       | Deputies   | 2,080            | 85.33            | 2,080   | 177,486        |
| 0.50                                    | Lieutenant | 2,080            | 102.47           | 1,040   | 106,569        |
| Agreement to reduce year 1 to \$273,123 |            |                  |                  |         | (10,932)       |
| TOTAL FIXED CONTRACT AMOUNT             |            |                  |                  | 3,120   | 273,123        |

|                  | Year 1 - 25/26 | Year 2 - 26/27 | Year 3 - 27/28 |
|------------------|----------------|----------------|----------------|
| Personnel - LT   | \$106,569      | \$112,963      | \$119,741      |
| Personnel - DP   | \$177,486      | \$188,136      | \$199,424      |
| Agreed reduction | -\$10,932      | -\$14,318      | -\$18,045      |
| Total Fixed      | \$273,123      | \$286,780      | \$301,119      |
| Fixed per qtr    | \$68,281       | \$71,695       | \$75,280       |
| Deputy OT Rate   | \$103.75       | \$109.98       | \$116.58       |
| Lieutenant OT    | \$129.36       | \$137.12       | \$145.35       |

5% Increase each year



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of Resolution No. 2025-033 to extend a 0.20 limited duration FTE for three months to allow the District Attorney's Office to continue the Organized Retail Theft prevention program

**RECOMMENDED MOTIONS:**

Move approval of Resolution No. 2025-033 extending a 0.20 Limited Duration FTE from July 1, 2025 to September 30, 2025, and increasing appropriations within the District Attorney's Budget.

**BACKGROUND AND POLICY IMPLICATIONS:**

On May 28, 2025, the Criminal Justice Commission (CJC) approved a no-cost extension on the Organized Theft Grant Program award that funds the District Attorney (DA) Office's Organized Retail Theft program, allowing the DA's Office to continue program activities for an additional three months (July 1, 2025-September 30, 2025) under the current grant funding. The DA's Office will receive \$8,500 in grant rollover funds to pay for the 3-month limited duration position.

Resolution No. 2025-033 extends the following positions within the DA's office:

- Position Number 2579 - 0.20 FTE Management Analyst

**BUDGET IMPACTS:**

The resolution authorizes the continued employment for one part-time temporary position that supports the Organized Retail Theft program until September 30, 2025. Budget appropriations for this position were not included in the FY 2026 budget, so this budget adjustment recognizes grant revenue of \$8,500 and increases Program Expenses by the same amount.

**ATTENDANCE:**

Kathleen Meehan Coop, Management Analyst  
Cam Sparks, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing Appropriations \*  
And FTE Within the FY 2026 \* RESOLUTION NO. 2025-033  
Deschutes County Budget

WHEREAS, the Board of County Commissioners approved a three-month extension for a 0.20 limited duration FTE in the District Attorney's Office to support the Organized Retail Theft program on July 23, 2025, and

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

WHEREAS, it is necessary to recognize Grant revenue of \$8,500 and increase Program Expense appropriations by the same amount, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

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

Section 1. That the following revenue be recognized in the FY 2026 County Budget:

## District Attorney's Office

State Grant

**District Attorney Total**

\$ 8,500

**\$ 8,500**

Section 2. That the following amounts be appropriated in the FY 2026 County Budget:

## District Attorney's Office

---

Program Expense

**District Attorney Total**

\$ 8,500

**\$ 8,500**

Section 3. That the following position’s duration be extended:

| Job Class                 | Position Number | Type             | Duration if Limited Duration | FTE  |
|---------------------------|-----------------|------------------|------------------------------|------|
| Management Analyst (1125) | 2579            | Limited Duration | 7/1/2025 – 9/30/2025         | 0.20 |
| Total FTE                 |                 |                  |                              | 0.20 |

Section 4. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations.

Section 5. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this\_\_\_\_\_ day of July, 2025.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_

ANTHONY DEBONE, Chair

ATTEST: \_\_\_\_\_

PATTI ADAIR, Vice-Chair

\_\_\_\_\_

Recording Secretary PHIL CHANG, Commissioner



**REVENUE**

| Item         | Project Code | Segment 2 | Org     | Object |  | Description | Current Budgeted Amount | To (From)       | Revised Budget    |
|--------------|--------------|-----------|---------|--------|--|-------------|-------------------------|-----------------|-------------------|
| 1            |              |           | 0011150 | 334012 |  | State Grant | \$ 178,332              | \$ 8,500        | \$ 186,832        |
| 2            |              |           |         |        |  |             |                         |                 |                   |
| 3            |              |           |         |        |  |             |                         |                 |                   |
| <b>TOTAL</b> |              |           |         |        |  |             | <b>\$ 178,332</b>       | <b>\$ 8,500</b> | <b>\$ 186,832</b> |

**APPROPRIATION**

|              |              |           |         |        | Category                          | Description                                                    |                         |                 |                     |
|--------------|--------------|-----------|---------|--------|-----------------------------------|----------------------------------------------------------------|-------------------------|-----------------|---------------------|
| Item         | Project Code | Segment 2 | Org     | Object | (Pers, M&S, Cap Out, Contingency) | (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware) | Current Budgeted Amount | To (From)       | Revised Budget      |
| 1            |              |           | 0011150 | 410101 | Personnel                         | Regular Employees                                              | \$ 7,225,750            | \$ 8,500        | \$ 7,234,250        |
| 2            |              |           |         |        |                                   |                                                                |                         |                 |                     |
| 3            |              |           |         |        |                                   |                                                                |                         |                 |                     |
| <b>TOTAL</b> |              |           |         |        |                                   |                                                                | <b>\$ 7,225,750</b>     | <b>\$ 8,500</b> | <b>\$ 7,234,250</b> |

-

Recognize grant revenue of \$8,500 and increase Personnel to pay for a 3-month extension of a 0.20 limited duration FTE.

Fund: 001  
Dept: DA's Office  
Requested by: Cam Sparks  
Date: 7/23/2025



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of an intergovernmental agreement with the Oregon Health Authority for the funding of Problem Gambling Services

**RECOMMENDED MOTION:**

Move approval of c Document No. 2025-721, an intergovernmental agreement with the Oregon Health Authority for the funding of Problem Gambling Services.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) 44300-0026008 was approved by the Board of County Commissioners (BOCC) on February of 2024. That IGA outlined the services, reporting requirements and funding for Community Mental Health, Addiction Treatment, Recovery and Prevention, and Problem Gambling Services for Deschutes County for the period January 1, 2024, through June 30, 2025. OHA intends to extend that IGA for an additional six months through December 31, 2025. OHA, however, will be providing separate agreements for several services elements; SE 80 and SE 84 being two of them.

Deschutes County Health Services is requesting Chair signature on OHA IGA 44300-00043069, Document No. 2025-721. This IGA outlines the services, reporting requirements, and funding for Problem Gambling Prevention (Service Element (SE) 80), and Client Finding/Referral pathways Outreach (SE 84) for Deschutes County for the period July 1 2025, through June 30, 2027. The goal of the SE 80 funding is to provide education aimed at increasing general public awareness of problem gambling and to prevent problem gambling, while the goal of SE 84 funding is to provide outreach to increase the number of individuals receiving problematic gambling outpatient treatment services.

The funding provided through this IGA totals \$592,932. Total annual combined funding for SE 80 and SE 84 is \$296,466 per fiscal year and is equal to the funding provided through the previous IGA for fiscal year (FY) 2025.

**BUDGET IMPACTS:**

\$592,932 total revenue: \$296,466 in FY 2026 and \$296,466 in FY 2027.

**ATTENDANCE:**

Jessica Jacks, Public Health Program Manager



**Agreement Number PO-44300-00043069**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

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

**Deschutes County**  
**2577 NE Courtney Drive**  
**Bend, Oregon 97701**  
**Attention: Grace Evans**  
**Telephone: 541-322-7500**  
**E-mail address: [grace.evans@deschutes.org](mailto:grace.evans@deschutes.org)**

hereinafter referred to as “**County**.”

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

**Health Systems**  
**BH Addiction Services Programs**  
**500 Summer Street NE**  
**Salem, Oregon 97301**  
**Contract Administrator: Greta Coe or delegate**  
**Telephone: 503-602-4444**  
**E-mail address: [greta.l.coe@oha.oregon.gov](mailto:greta.l.coe@oha.oregon.gov)**

**1. Effective Date and Duration.** This Agreement will become effective on **July 1, 2025**, provided it is (i) approved in writing by the Oregon Department of Justice, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2027**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by County that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: RESERVED
- (7) Exhibit E: Financial Pages

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

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

**3. Consideration.**

**a.** The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is set forth in "**Exhibit E, Financial Pages**" OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work (as hereinafter defined), and will not pay for Work until this Agreement has been signed by all parties.

**b.** OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**4. Contractor Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☐ County is a contractor      ☒ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: N/A

**5. County Information and Certification.**

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

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip  
code: \_\_\_\_\_

Email address: grace.evans@deschutes.org

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Proof of Insurance.** County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to OHA under this Agreement;
- (2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County shall provide OHA with the new FEIN within 10 days.

***Remainder of page left intentionally blank***

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

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

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

**Deschutes County**  
**By:**

|                      |              |
|----------------------|--------------|
| _____                | _____        |
| Authorized Signature | Printed Name |
| _____                | _____        |
| Title                | Date         |

**State of Oregon acting by and through its Oregon Health Authority**  
**By:**

|                      |              |
|----------------------|--------------|
| _____                | _____        |
| Authorized Signature | Printed Name |
| _____                | _____        |
| Title                | Date         |

**Approved by: Director, OHA Behavioral Health Division**  
**By:**

|                      |              |
|----------------------|--------------|
| _____                | _____        |
| Authorized Signature | Printed Name |
| _____                | _____        |
| Title                | Date         |

**Approved for Legal Sufficiency:**

|                              |               |
|------------------------------|---------------|
| Lisa Gramp via email on      | June 15, 2025 |
| Oregon Department of Justice | Date          |

**EXHIBIT A****Part 1  
Statement of Work**

1. **Purpose:** County shall provide services for Alcohol and drug abuse, adult residential treatment and problem gambling services as described below. OHA requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
2. **Services to be provided by County shall include:** Where referenced in this Agreement, “Agreement Settlement” means OHA’s reconciliation of amounts OHA actually disbursed to County against amounts that OHA is obligated to pay to County for services provided under this Agreement. Agreement Settlement can occur following the end of a biennial period, upon termination or expiration of this Agreement. County Shall provide the following:

- a. Service Name: **PROBLEM GAMBLING PREVENTION SERVICES**

Service ID Code: **A&D 80**

**(1) Service Description**

- (a) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:
  - i. Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and
  - ii. Prevent Problem Gambling.
- (b) The goals and outcomes for County’s A&D 80 Services must be described in County’s OHA approved Problem Gambling Prevention Implementation Plan, using the form located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>, and submitted electronically to OHA at: [bhd.contracts@oha.oregon.gov](mailto:bhd.contracts@oha.oregon.gov). County’s A&D 80 Services will be monitored and evaluated on the basis of the County’s effectiveness in achieving the goals and outcomes identified in the County’s OHA approved Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.

**(2) Performance Requirements**

- (a) County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:



- i. Implementation Plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Plans must reflect the requirements within the Problem Gambling Tier Level Funding Performance Standards located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>. Planning frameworks shall demonstrate the following: community assessment of current status of the problem, desired outcome, strategic plan to meet outcome, and evaluation plan;
- ii. Continuously conducting a community assessment every five years and utilizing County's community assessment results to identify trackable outcome measurements within Implementation Plan;
- iii. Implementation of problem gambling prevention activities each quarter related to identified objectives within Implementation Plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;
- iv. Monitoring, implementation, evaluation and oversight of the Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting electronically to [pgs.support@oha.oregon.gov](mailto:pgs.support@oha.oregon.gov) utilizing the OHA Problem Gambling Prevention Quarterly Report Form at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>;
- v. Preparation of reports, as described in the "Special Reporting Requirements" section below;
- vi. Oversight and coordination of A&D 80 Services, activities, and programs provided in the County's service area;
- vii. Completion of Problem Gambling Prevention Coordinator Training Series requirements within three months from the date of hire or designation as coordinator. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>;
- viii. Completing a minimum of 8 hours of OHA Problem Gambling Services approved trainings per calendar year, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
- ix. Development and adoption of a comprehensive written policy, on gambling in the workplace; and
- x. Participate in semi-annual prevention program check-in review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structured form that can be found at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>

- (b) County shall designate a Problem Gambling Prevention Supervisor, who will obtain the knowledge, training, experience and skills, that shall be responsible for:
  - i. Completion of the Problem Gambling Prevention Supervisor Training within 3 months from date of designation as problem gambling prevention supervisor.
  - ii. The Problem Gambling Prevention Supervisor Training requirements are located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx>.
- (c) The payments made to County for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the County's Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County's Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.
- (d) Providers of A&D 80 Services must implement A&D 80 Services paid through this Agreement in accordance with the County's current Problem Gambling Prevention Implementation Plan.

(3) **Reporting Requirements**

None

(4) **Special Reporting Requirements**

- (a) All A&D 80 Services provided by County under this Agreement must have an Implementation Plan approved by OHA PGS staff. This plan must be reviewed, updated, and submitted on an annual basis no later than 15 days prior to the beginning of the fiscal year.
- (b) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis to [pgs.support@oha.oregon.gov](mailto:pgs.support@oha.oregon.gov) utilizing the Problem Gambling Prevention Quarterly Report Form, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx> no later than 45 calendar days following the end of each quarter with respect to Services provided in the prior quarter.
- (c) County shall notify OHA Problem Gambling staff at [pgs.support@oha.oregon.gov](mailto:pgs.support@oha.oregon.gov) within 10 business days of any changes related to designated Problem Gambling A&D 80 Services.

**(5) Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

County shall not expense greater than 6 percent of total allocation for administrative overhead and indirect cost.

OHA provides payments for A&D 80 Services in two different ways, through Part A and Part C payments. The payment type is identified in Exhibit E, “Financial Pages,” on lines in which column “Part ABC,” contains an “A” for Part A payment and a “C” for Part C payment. OHA provides payment for A&D 80 Services through Part A payments for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services.

Payments provided to County or Service Providers are subject to the following:

- (a) OHA shall not authorize in aggregate, under this “Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures” section, payments requested for A&D 80 Services in excess of the contractual Not-to-Exceed amount. “Total aggregate payments” means the total of all payments authorized in Exhibit E, “Financial Pages.” The monthly payment will be prorated for any month in which the Individual does not receive A&D 80 Services for a portion of the month.

Payments received by the County or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this Agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR payment received are used to provide additional Service – increasing capacity – under the same Service Element for which payment from OHA and TPR was received.

- (b) County must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. County is obligated to report to OHA, by email at [bhd.contracts@oha.oregon.gov](mailto:bhd.contracts@oha.oregon.gov), any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:

- i. OHA Agreement name and number;
- ii. Client name and date of birth;
- iii. Service for which payment was received;
- iv. Date of service covered by payment;
- v. Date of TPR payment received by County or Service Provider; and
- vi. Amount of payment.

- (c) County is not entitled to payment in combination with Medicaid payments for the same Service, during the same time period or date of Services for the same Individual;

(d) OHA is not obligated to provide payments for any A&D 80 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Agreement or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide payment for A&D 80 Services, or termination of County’s obligation to include the Program Area in which A&D 80 Services fall.

(e) **Part A Payments:**

The Part A payment will be calculated, disbursed, and confirmed as follows:

- i. Calculation of Payment: OHA will provide payment for A&D 80 Services provided under a particular line of Exhibit E, “Financial Pages,” containing an “A” in column “Part ABC,” from payments identified in that line in an amount equal to that line of the Financial Pages during the period specified in that line. The total of OHA payments for all A&D 80 Services delivered under a particular line of Exhibit E, “Financial Pages” containing an “A” in column “Part ABC,” shall not exceed the total of payments for A&D 80 Services as specified in that line of the Financial Pages and are subject to the limitations described herein.
- ii. Disbursement of Payment: Unless a different disbursement method is specified in that line of Exhibit E, “Financial Pages,” OHA will provide the Part A payments for A&D 80 Services provided under a particular line of the Financial Pages containing an “A” in column “Part ABC,” to County in substantially equal monthly payments during the period specified in that line of the Financial Pages subject to the following:
  - A. OHA may, upon written request of County, adjust monthly payments;
  - B. Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the payments shown for A&D 80 Services provided under that line of the Financial Pages; and,
  - C. OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly payments based on under-used payment identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections or applicable special conditions.

(f) **Part C Payments:**

The Part C payments are calculated and applied as follows:

Unless a different payment method is specified in that line of Exhibit E,

“Financial Pages,” OHA will provide the Part C payments for A&D 80 Services provided under a particular line of the Financial Pages containing a “C” in column “Part ABC” to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Pages. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to [bhd.contracts@oha.oregon.gov](mailto:bhd.contracts@oha.oregon.gov) with the subject line “Invoice, Agreement # (your Agreement number), County name.” Payments provided by OHA shall be subject to the limitations described in this A&D 80 Service Description and Agreement.

- i. For A&D 80 Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or A&D 80 Service. OHA will provide payment at the Medicaid Fee Schedule rate. At no time will OHA provide payment above the Medicaid Fee Schedule rate for A&D 80 Services.
- ii. For A&D 80 Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or A&D 80 Service, to a combined monthly invoice, itemized by Individual.

**(g) In addition:**

- i. OHA will provide payments for A&D 80 Services identified in a particular line of Exhibit C, “Financial Pages,” as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- ii. Providers of A&D 80 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- iii. Provider Audits: Providers receiving payments under this Agreement, for A&D 80 Services, are subject to audits of all payments applicable to A&D 80 Services rendered. The purpose of these audits is to:
  - A. Require proper disbursements were made for covered A&D 80 Services;
  - B. Recover over-payments;
  - C. Discover any potential or actual instances of fraud and abuse; and
  - D. Verify that encounter data submissions are documented in the client file, as required, and described in the “Special Reporting Requirements” above.

Providers may be subject to OAR 407-120-1505 “Provider and County Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-1510 “Fraud and Abuse,” as such rules may be revised from time to time.

- iv. OHA’s obligation to provide payments under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 80 Services, upon which the payments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which payments were calculated in a particular line of Exhibit E, “Financial Pages,” OHA may amend the amount of payments made for A&D 80 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future payments made for A&D 80 Services in an amount equal to payments reduced under that line of the Financial Pages for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

**(h) Agreement Settlement:**

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA payments provided for A&D 80 Services under a particular line of Exhibit E, “Financial Pages,” containing an “A” in column “Part ABC,” and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Pages. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Pages, as properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of the Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

b. Service Name: **PROBLEMATIC GAMBLING, CLIENT FINDING/REFERRAL PATHWAYS OUTREACH SERVICES**

Service ID Code: **A&D 84**

**(1) Service Description**

- (a) A&D 84 Services is defined as Specific Outreach with the primary purpose of getting Individuals experiencing problems with gambling and/or affected others (i.e. family members, friends, etc.) enrolled in Problematic Gambling Outpatient Treatment Services (A&D 81 Services).

The specific A&D 84 Services that may be delivered with funds provided under this Agreement are as follows:

- i. Outreach aimed at increasing the number of Individuals receiving problematic gambling outpatient treatment services;
- ii. Targets a specific vulnerable population;
- iii. Repeated contact and the development of a relationship with another professional provider; and
- iv. Increasing the number of Individuals that are referred to non-Medicaid Contracted SE 81 providers and admitted to services in problematic gambling treatment programs.

- (b) A&D 84 - Services may be delivered by problem gambling treatment or prevention professionals or subcontracted to community entities through an organization specializing in problem gambling treatment and prevention and community outreach.

**(2) Performance Requirements**

- (a) County shall designate a Problematic Gambling, Client Finding/Referral Pathways Outreach specialist, who shall be responsible for:
  - i. Development and implementation of Annual Problematic Gambling, Client Finding/Referral Pathway Outreach Strategic Plan.
  - ii. Overseeing and coordinating A&D 84 Services provided in the service area and
  - iii. Preparing the quarterly reports as described in the “Special Reporting Requirements” section below.
- (b) County shall provide problematic gambling community outreach efforts to a population in either phase 2, 3, or 4 defined within the OHA PGS GBIRT and Referral Pathways Implementation Toolkit. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. This should include training of professionals on engagement, education, screening, identification, and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model.

**(3) Reporting Requirements**

None

**(4) Special Reporting Requirements**

- (a) County shall prepare and electronically submit, to [pgs.support@oha.oregon.gov](mailto:pgs.support@oha.oregon.gov) and [bhd.contracts@oha.oregon.gov](mailto:bhd.contracts@oha.oregon.gov), written quarterly reports on the delivery of A&D 84 Services no later than 45 calendar days following the end of each subject quarter with respect to Services provided in the prior quarter. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>

.

- (b) Each report shall provide the following information:
- i. Description of results in achieving the goals and outcomes set forth in the Annual Problematic Gambling, Client Finding/Referral Pathways Outreach Strategic Plan.
  - ii. Description of the activities, and appraisal of activities during the preceding quarter in providing A&D 84 Services.
- (c) **County shall notify OHA Problem Gambling staff within 10 business days of any changes related to designated Problem Gambling A&D 84 Services program staff. Notification shall be sent to [oha.oregon.gov](https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx)**

(5) **Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit E, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

**In addition:**

- (a) County shall not expense greater than six (6) percent of total allocation for administrative overhead and indirect cost.
- (b) Providers of A&D 84 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.



**EXHIBIT A****Part 2****Payment and Financial Reporting****1. Payment Provisions.**

OHA agrees to pay County for accomplishing the Work required by this Agreement, as described in Exhibit A, Part 1 “Statement of Work,” and Exhibit E, “Financial Pages.”

**2. Travel and Other Expenses.**

OHA will not reimburse County for any travel or additional expenses under this contract.

## **EXHIBIT A**

### **Part 3 Special Provisions**

#### **1. Confidentiality of Client Information.**

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

#### **2. Amendments.**

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

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

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743);
  - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520).
- b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. The County does not need to know abuse occurred, just suspect abuse, to be required to report.
- c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, County shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, County shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.
- d. If known, the abuse report must contain the following:
  - (1) The name and address of the abused person and any people responsible for that person’s care;
  - (2) The abused person’s age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

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

**EXHIBIT B****Standard Terms and Conditions**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b.** OHA represents and warrants as follows:

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

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

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

**5. Funds Available and Authorized Clause.**

- a. OHA's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.

## 7. **Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) “County Intellectual Property” means any intellectual property owned by County and developed independently from the Work.
  - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on OHA’s behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

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



- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
  - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- 9. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
  - a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
  - b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.
- 10. **Termination.**
  - a. **County Termination.** County may terminate this Agreement:
    - (1) For its convenience, upon at least 30 days advance written notice to OHA;
    - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
    - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

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

**b. OHA Termination.** OHA may terminate this Agreement:

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

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
11. **Effect of Termination.**
- a. **Entire Agreement.**
- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. **Obligations and Liabilities.** Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
13. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
14. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants County, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300

through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

16. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
17. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
19. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.
- OHA:** Office of Contracts & Procurement  
500 Summer Street NE, E-03  
Salem, OR 97301  
Telephone: 503-945-5818  
Fax: 503-378-4324
25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
27. **Contribution.**
- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim,

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

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

- 28. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("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 County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the 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.

- 29. Stop-Work Order.** OHA may, at any time, by written notice to County, require the County to stop all, or any part of the Work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
  - b.** Terminate the Work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

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

## **EXHIBIT C**

### **Subcontractor Insurance Requirements**

County shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between County and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

County shall not authorize Contractors to begin work under the Subcontracts 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 incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall County permit a Contractor to work under a Subcontract when County is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, OHA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

### **INSURANCE TYPES AND AMOUNTS**

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.



As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### **COMMERCIAL GENERAL LIABILITY:**

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

#### **AUTOMOBILE LIABILITY:**

☒ **Required**   ☐ **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **PROFESSIONAL LIABILITY:**

☒ **Required**   ☐ **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

#### **NETWORK SECURITY AND PRIVACY LIABILITY:**

☐ **Required**   ☒ **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to OHA, State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of OHA or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of OHA, State of Oregon data.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor’s primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

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

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor’s services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor’s ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, OHA/County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

**EXHIBIT D**  
**Federal Terms and Conditions**

**RESERVED**

EXHIBIT E

Financial Pages

| MODIFICATION INPUT REVIEW REPORT |      |           |                      |                              |                  |        |                     |                          |         |         |      |             |     |
|----------------------------------|------|-----------|----------------------|------------------------------|------------------|--------|---------------------|--------------------------|---------|---------|------|-------------|-----|
| MOD#: A0195                      |      |           |                      |                              |                  |        |                     |                          |         |         |      |             |     |
| CONTRACT#: 043069                |      |           |                      | CONTRACTOR: DESCHUTES COUNTY |                  |        |                     |                          |         |         |      |             |     |
| INPUT CHECKED BY: _____          |      |           |                      | DATE CHECKED: _____          |                  |        |                     |                          |         |         |      |             |     |
| SE#                              | FUND | PROJ CODE | CPMS PROVIDER        | EFFECTIVE DATES              | SLOT CHANGE/TYPE | RATE   | OPERATING DOLLARS   | STARTUP PART DOLLARS ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
| FISCAL YEAR: 2025-2026           |      |           |                      |                              |                  |        |                     |                          |         |         |      |             |     |
|                                  |      | GAMBL     | DESCHUTES CO.        |                              |                  |        |                     |                          |         |         |      |             |     |
| 80                               | 888  | -0-       | 7/1/2025 - 6/30/2026 | 0                            | /NA              | \$0.00 | \$204,466.00        | \$0.00                   | A       | 1       | Y    |             |     |
| TOTAL FOR SE# 80                 |      |           |                      |                              |                  |        | <u>\$204,466.00</u> | <u>\$0.00</u>            |         |         |      |             |     |
|                                  |      | GAMBL     | DESCHUTES CO.        |                              |                  |        |                     |                          |         |         |      |             |     |
| 84                               | 888  | -0-       | 7/1/2025 - 6/30/2026 | 0                            | /NA              | \$0.00 | \$92,000.00         | \$0.00                   | A       | 1       | Y    |             |     |
| TOTAL FOR SE# 84                 |      |           |                      |                              |                  |        | <u>\$92,000.00</u>  | <u>\$0.00</u>            |         |         |      |             |     |
| TOTAL FOR 2025-2026              |      |           |                      |                              |                  |        | <u>\$296,466.00</u> | <u>\$0.00</u>            |         |         |      |             |     |
| FISCAL YEAR: 2026-2027           |      |           |                      |                              |                  |        |                     |                          |         |         |      |             |     |
|                                  |      | GAMBL     | DESCHUTES CO.        |                              |                  |        |                     |                          |         |         |      |             |     |
| 80                               | 888  | -0-       | 7/1/2026 - 6/30/2027 | 0                            | /NA              | \$0.00 | \$204,466.00        | \$0.00                   | A       | 1       | Y    |             |     |
| TOTAL FOR SE# 80                 |      |           |                      |                              |                  |        | <u>\$204,466.00</u> | <u>\$0.00</u>            |         |         |      |             |     |
|                                  |      | GAMBL     | DESCHUTES CO.        |                              |                  |        |                     |                          |         |         |      |             |     |
| 84                               | 888  | -0-       | 7/1/2026 - 6/30/2027 | 0                            | /NA              | \$0.00 | \$92,000.00         | \$0.00                   | A       | 1       | Y    |             |     |
| TOTAL FOR SE# 84                 |      |           |                      |                              |                  |        | <u>\$92,000.00</u>  | <u>\$0.00</u>            |         |         |      |             |     |
| TOTAL FOR 2026-2027              |      |           |                      |                              |                  |        | <u>\$296,466.00</u> | <u>\$0.00</u>            |         |         |      |             |     |
| TOTAL FOR A0195 043069           |      |           |                      |                              |                  |        | <u>\$592,932.00</u> | <u>\$0.00</u>            |         |         |      |             |     |

**EXHIBIT E****Financial Pages**

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY  
DATE: 06/05/2025

Contract#: 043069  
REF#: 000

REASON FOR FAAA (for information only):

Payments provided through these Financial Pages (Exhibit E) are for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services, as allocated within OHA's 2025-2027 Legislative Approved Budget (LAB), beginning on July 1, 2025, and ending June 30, 2027. The Financial Pages may require modification by written amendment, or by administrative amendment (memo), provided that such administrative amendment is only used to change the fund source coding and not the amount of funding, to reflect the actual funding amounts remaining in the 2025-2027 LAB.

Confidential

CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

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

Document number: 043069-0-0

Legal name (tax filing):

DBA name (if applicable):

Billing address:

City:

Phone:

FEIN:

- OR -

SSN:

## Certificate Of Completion

Envelope Id: B4801384-792A-48CF-9EFD-741AD222692C

Status: Sent

Subject: PO-44300-00043069 Deschutes County A&amp;D 80, 84 Services 2025-27 Contract

Source Envelope:

Document Pages: 38

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Shannon Welsh

AutoNav: Enabled

shannon.a.welsh@odhsoha.oregon.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.107.133

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

## Record Tracking

Status: Original

Holder: Shannon Welsh

Location: DocuSign

6/29/2025 1:34:47 PM

shannon.a.welsh@odhsoha.oregon.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

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

## Signer Events

### Signature

### Timestamp

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication  
(None)

Sent: 6/29/2025 1:40:40 PM

Viewed: 6/30/2025 10:47:58 AM

### Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 11:44:53 AM

ID: 47b09fbc-4364-48ad-8181-06540ee27d46

Mick Kincaid

mick.j.kincaid@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Greta Coe

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Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ebony Clarke

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Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

Shannon Welsh

shannon.a.welsh@odhsoha.oregon.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## Agent Delivery Events

### Status

### Timestamp



| Intermediary Delivery Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Status           | Timestamp            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|
| Certified Delivery Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Status           | Timestamp            |
| Carbon Copy Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Status           | Timestamp            |
| HSD In<br>HSD.Contracts@odhsoha.oregon.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign<br><br>Theresa Naegeli<br>theresa.a.naegeli@oha.oregon.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign<br><br>rachel benson<br>rachel.benson@deschutes.org<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign<br><br>cheryl smallman<br>cheryl.smallman@deschutes.org<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign |                  |                      |
| Witness Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Signature        | Timestamp            |
| Notary Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Signature        | Timestamp            |
| Envelope Summary Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Status           | Timestamps           |
| Envelope Sent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Hashed/Encrypted | 6/29/2025 1:40:40 PM |
| Payment Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Status           | Timestamps           |
| Electronic Record and Signature Disclosure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |                      |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

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

To contact us by email send messages to: [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov)

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

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

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

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

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of an intergovernmental agreement with the Oregon Health Authority for the funding of PATH services #PO-44300-00043924

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-720, an intergovernmental agreement with the Oregon Health Authority for the funding of PATH services.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) 44300-0026008 was approved by the Board of County Commissioners in February of 2024. That IGA outlined the services, reporting requirements and funding for Community Mental Health, Addiction Treatment, Recovery and Prevention, and Problem Gambling Services for Deschutes County for the period January 1, 2024, through June 30, 2025. OHA has communicated its intention to extend that IGA for an additional six months through December 31, 2025. OHA, however, will be providing separate agreements for several services elements, SE 39 being one of them.

This new IGA outlines the services, reporting requirements, and funding for projects for Assistance in Transition from Homelessness (PATH) Services (SE) 39 for the period July 1, 2025, through June 30, 2027. The goal of the PATH services program is to reduce or eliminate homelessness for individuals with serious mental illness and/or have a co-occurring substance use disorder. PATH funds are used to provide a menu of allowable services which are not supported by mainstream mental health programs—those services include securing safe and stable housing.

**BUDGET IMPACTS:**

The IGA provides funding in the amount of \$193,874 over two years from July 1, 2025 through June 30, 2027. The annual funding is \$96,937 per fiscal year and is \$4,471 (4.4%) less than the \$101,405 provided through the previous IGA for fiscal year (FY) 2025.

**ATTENDANCE:** Kara Cronin, Behavioral Health Program Manager



**Agreement Number PO-44300-00043924**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

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

**Deschutes County**  
**2577 NE Courtney Drive**  
**Bend, OR 97701**  
**Attention: Grace Evans**  
**Telephone: 541-322-7500**  
**E-mail address: [grace.evans@deschutes.org](mailto:grace.evans@deschutes.org)**

hereinafter referred to as “**County**.”

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

**Health Systems**  
**Behavioral Health Division**  
**500 Summer Street N.E.**  
**Salem, Oregon 97301**  
**Agreement Administrator: Blanca Fernandez or delegate**  
**Telephone: 503-799-9050**  
**E-mail address: [blanca.fernandez@oha.oregon.gov](mailto:blanca.fernandez@oha.oregon.gov)**

**1. Effective Date and Duration.** This Agreement will become effective on **July 1, 2025**, provided it is (i) approved in writing by the Oregon Department of Justice, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2027**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by County that has not been cured.

**2. Agreement Documents.**

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

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

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

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

**3. Consideration.**

**a.** The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is set forth in **"Exhibit E, Financial Pages"** OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work (as hereinafter defined), and will not pay for Work until this Agreement has been signed by all parties.

**b.** OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**4. Contractor Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☒ County is a contractor      ☐ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: **93.150**

**5. County Information and Certification.**

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

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip  
code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Proof of Insurance.** County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to OHA under this Agreement;
- (2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County's Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County shall provide OHA with the new FEIN within 10 days.



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

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

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

**Deschutes County**  
**By:**

|                      |              |
|----------------------|--------------|
| _____                | _____        |
| Authorized Signature | Printed Name |
| _____                | _____        |
| Title                | Date         |

**State of Oregon acting by and through its Oregon Health Authority**  
**By:**

|                      |              |
|----------------------|--------------|
| _____                | _____        |
| Authorized Signature | Printed Name |
| _____                | _____        |
| Title                | Date         |

**Approved by: Director, OHA Behavioral Health Division**  
**By:**

|                      |              |
|----------------------|--------------|
| _____                | _____        |
| Authorized Signature | Printed Name |
| _____                | _____        |
| Title                | Date         |

**Approved for Legal Sufficiency:**

Not Required per OAR 137-045-0030(1)(b) 6/15/2025

|                              |       |
|------------------------------|-------|
| _____                        | _____ |
| Oregon Department of Justice | Date  |

**EXHIBIT A****Part 1  
Statement of Work**

1. **Purpose:** County shall provide Mental Health Services as described below. OHA requires that the County meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
2. **Services to be provided by County shall include** Where referenced in this Contract, “Contract Settlement” means OHA’s reconciliation of amounts OHA actually disbursed to County against amounts that OHA is obligated to pay to County for services provided under this Contract. Contract Settlement can occur following the end of a biennial period, upon termination or expiration of this Contract. County shall provide the following:

a. **Service Name:** **PROJECTS FOR ASSISTANCE IN TRANSITION  
FROM HOMELESSNESS (PATH) SERVICES**

**Service ID Code:** **MHS 39**

(1) **Service Description**

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(10), who experience homelessness or are at imminent risk of becoming homeless. Individuals may also have a co-occurring Substance Use Disorder (SUD).

PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help Individuals with SMI experiencing homelessness secure safe and stable housing, improve their health, and live a self-directed, purposeful life.

Eligible Services, not otherwise covered by another resource, are as follows:

- (a) Outreach services including prioritization of those with serious mental illness who are veterans and experiencing homelessness or in danger of becoming homeless;
- (b) Screening and diagnostic treatment services;
- (c) Habilitation and rehabilitation services;

- (d) Community mental health services including recovery support services (e.g. peer specialist/recovery coaches);
- (e) Alcohol and drug treatment services;
- (f) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;
- (g) Case management services, including:
  - i. Preparing a plan for the provision of community mental health and other supportive services to eligible Individuals experiencing homelessness and reviewing such plan not less than once every three months;
  - ii. Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals who experience homelessness, including services relating to daily living activities, peer support, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational training, and housing;
  - iii. Providing assistance to eligible Individuals who experience homelessness in obtaining income support services, including housing assistance, Supplemental Nutrition Assistance Program (SNAP), and supplemental securing income benefits;
  - iv. Referring eligible Individuals who experience homelessness for such other services as may be appropriate; and
  - v. Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individuals who experience homelessness are receiving aid under title XVI of such Act and if the applicant is designated by the Secretary of the Social Security Administration to provide such services.
- (h) Supportive and supervisory services in residential settings including shelters, group homes, supported apartments and other residential settings specifically serving those living with serious mental illness or co-occurring disorders;
- (i) Referrals for primary health services, job training, educational services, and relevant housing services; and including use of peer providers to help to assure that these services are successfully accessed by individuals who experience homelessness with serious mental illness(es) and co-occurring disorders; and
- (j) Housing services as specified in Section 522(b)(10) of the PHS Act as amended (U.S.C. § 290cc-22(b)), including:
  - i. Minor renovation, expansion, and repair of housing;
  - ii. Planning of housing;

- iii. Technical assistance in applying for housing assistance;
- iv. Improving the coordination of housing services;
- v. Security deposits;
- vi. Costs associated with matching eligible Individuals who experience homelessness with appropriate housing situations; and
- vii. One-time rental payments to prevent eviction.

No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services.

**(2) Performance Requirements**

Providers of MHS 39 Services paid through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services paid through this Agreement shall:

- (a) Use third party and other revenue realized from provision of Services whenever possible;
- (b) Implement policies and procedures to prioritize use of other available funding sources for PATH Services;
- (c) Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:
  - i. Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;
  - ii. Medicaid or Medicare;
  - iii. Veterans Administration Benefits; and
  - iv. SNAP.
- (d) Assist OHA, upon request, in the development of an annual federal application requesting continued funding for MHS 39 Services, including the development of a budget and an Intended Use Plan for PATH funds consistent with the requirement set forth in Funding Opportunity Announcement; and
- (e) Provide, at a minimum, the following:
  - i. Meet or exceed the current Government Performance and Results Act (GPRA) Measures posted to the PATH Data Exchange website <https://pathpdx.samhsa.gov/> for the following measures:
    - A. Percentage of enrolled individuals who experience homelessness in the PATH program who receive community mental health services;

- B. Number of homeless individuals who experience homelessness contacted;
  - C. Percentage of contacted individuals with serious mental illness who experience homelessness and become enrolled in services; and
  - D. Number of PATH providers trained on SSI/SSDI Outreach, Access, and Recovery (SOAR) to ensure eligible homeless individuals are receiving benefits.
- ii. Active participation in the local Continuum of Care;
  - iii. Attendance at semi-annual PATH Provider meetings;
  - iv. Attendance at PATH Technical Assistance trainings as requested by OHA;
  - v. Development of an annual PATH Intended Use Plan including a line-item budget and budget narrative using forms and templates provided by OHA;
  - vi. Participation in annual PATH program site reviews conducted by OHA; and
  - vii. Participation in federal site reviews as needed or requested by OHA.
- (f) All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).
- (g) Service Providers who are recipients of MHS 39 funds must match, directly or through donations from public or private entities, MHS 39 funds in an amount that is not less than \$1 of non-federal funds for each \$3 of federal PATH funds allocated through MHS 39.
- i. Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.
  - ii. Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

**(3) Reporting Requirements**

All Individuals receiving MHS 39 Services with payments made through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at:  
<https://www.oregon.gov/oha/hsd/compass/pages/resource.aspx> and the Who Reports in MOTS Policy, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Behavioral Health Division (BHD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the BHD (or the former Health Systems Division [HSD]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (a) Providers with BHD Agreements that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the BHD or HSD;
- (b) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with BHD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (c) Providers that BHD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- (d) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).
- (e) When data is available from the OHA ROADS system to obtain the above information without this reporting requirement, provider will receive written notification from OHA and reporting requirement will be amended.

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at [MOTS.Support@odhsoha.oregon.gov](mailto:MOTS.Support@odhsoha.oregon.gov).

#### (4) **Special Reporting Requirements**

County shall prepare and electronically submit, to [bhd.contracts@oha.oregon.gov](mailto:bhd.contracts@oha.oregon.gov), written quarterly and annual progress and financial reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which funding is provided through this Contract. Quarterly and Annual Progress Reports must be completed and submitted at the PATH Data Exchange website. Financial Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Quarterly written reports documenting PATH eligible financial expenditures shall be electronically submitted to [bhd.contracts@oha.oregon.gov](mailto:bhd.contracts@oha.oregon.gov).

Quarterly and Annual Progress Reports documenting actual utilization and demographic data submitted through the PATH Data Exchange – Learning website at <https://pathpdx-learning.samhsa.gov/>.

**(5) Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

OHA provides payments for MHS 39 Services through Part A payments. The payment type is identified in Exhibit E, “Financial Pages,” on lines in which column “Part ABC,” contains an “A” for Part A payment and a “C” for Part C payment. OHA provides payment for MHS 39 Services through Part A payments for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services.

Payments provided to County or Service Providers are subject to the following:

- (a) OHA shall not authorize in aggregate, under this “Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures” section, payments requested for MHS 39 Services in excess of the contractual Not-to-Exceed amount. “Total aggregate payments” means the total of all payments authorized in Exhibit E, “Financial Pages.” The monthly payment will be prorated for any month in which the Individual does not receive MHS 39 Services for a portion of the month.

Payments received by the County or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this Contract for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR payment received are used to provide additional Service – increasing capacity – under the same Service Element for which payment from OHA and TPR was received.

- (b) County must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. County is obligated to report to OHA, by email at [bhd.contracts@oha.oregon.gov](mailto:bhd.contracts@oha.oregon.gov), any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:

- i. OHA Agreement name and number;
- ii. Client name and date of birth;
- iii. Service for which payment was received;
- iv. Date of service covered by payment;
- v. Date of TPR payment received by County or Service Provider; and
- vi. Amount of payment.

- (c) County is not entitled to payment in combination with Medicaid payments for the same Service, during the same time period or date of Services for the same Individual;
- (d) OHA is not obligated to provide payments for any MHS 39 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Agreement or as required in an applicable Specialized Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide payment for MHS 39 Services, or termination of County’s obligation to include the Program Area in which MHS 39 Services fall.

(e) **Part A Payments:**

The Part A payment will be calculated, disbursed, and confirmed as follows:

- i. Calculation of Payment: OHA will provide payment for MHS 39 Services provided under a particular line of Exhibit E, “Financial Pages,” containing an “A” in column “Part ABC,” from payments identified in that line in an amount equal to that line of the Financial Pages during the period specified in that line. The total of OHA payments for all MHS 39 Services delivered under a particular line of Exhibit E, “Financial Pages” containing an “A” in column “Part ABC,” shall not exceed the total of payments for MHS 39 Services as specified in that line of the Financial Pages and are subject to the limitations described herein.
- ii. Disbursement of Payment: Unless a different disbursement method is specified in that line of Exhibit E, “Financial Pages,” OHA will provide the Part A payments for MHS 39 Services provided under a particular line of the Financial Pages containing an “A” in column “Part ABC,” to County in substantially equal monthly payments during the period specified in that line of the Financial Pages subject to the following:
  - A. OHA may, upon written request of County, adjust monthly payments;
  - B. Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the payments shown for MHS 39 Services provided under that line of the Financial Pages; and,
  - C. OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly payments based on under-used payment identified through MOTS and other reports in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections or applicable special conditions.



**(f) Confirmation of Performance and Reporting Requirements:**

County shall be required to demonstrate through the data properly reported, in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections, the qualifying Services to which these MHS 39 Services can be attributed, how payments provided for MHS 39 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of the MHS 39 Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Agreement Administrator for the Program under which these MHS 39 Services fall and subject to the terms and limitations in this Agreement.

**EXHIBIT A****Part 2****Payment and Financial Reporting**

- 1. Payment Provisions.** OHA agrees to pay County for accomplishing the Work required by this Agreement, subject to the provisions of each of the services described in Exhibit A, and Exhibit E., Financial Pages.
- 2. Travel and Other Expenses.** OHA will not reimburse County for any travel or additional expenses under this Agreement.

## **EXHIBIT A**

### **Part 3 Special Provisions**

#### **1. Confidentiality of Client Information.**

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

#### **2. Amendments.**

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

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

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743);
  - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520).
- b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. The County does not need to know abuse occurred, just suspect abuse, to be required to report.
- c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, County shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, County shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.
- d. If known, the abuse report must contain the following:
  - (1) The name and address of the abused person and any people responsible for that person’s care;
  - (2) The abused person’s age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

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

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b.** OHA represents and warrants as follows:

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

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

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

**5. Funds Available and Authorized Clause.**

- a. OHA's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.



## 7. **Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) “County Intellectual Property” means any intellectual property owned by County and developed independently from the Work.
  - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on OHA’s behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

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

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

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
  - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- 9. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
  - a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
  - b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.
- 10. **Termination.**
  - a. **County Termination.** County may terminate this Agreement:
    - (1) For its convenience, upon at least 30 days advance written notice to OHA;
    - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
    - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

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

**b. OHA Termination.** OHA may terminate this Agreement:

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

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 11. **Effect of Termination.**
  - a. **Entire Agreement.**
    - (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
    - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
  - b. **Obligations and Liabilities.** Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 13. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 14. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants County, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300

through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

16. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
17. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
19. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- 22. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 23. Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 24. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
 500 Summer Street NE, E-03  
 Salem, OR 97301  
 Telephone: 503-945-5818  
 Fax: 503-378-4324

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

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

- b.** With respect to a Third Party Claim for which OHA is jointly liable with County (or would be if joined in the Third Party Claim), OHA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of OHA on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OHA on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OHA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if OHA had sole liability in the proceeding.
  - c.** With respect to a Third Party Claim for which County is jointly liable with OHA (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OHA in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OHA on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OHA on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- 28. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("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 County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the 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.

- 29. Stop-Work Order.** OHA may, at any time, by written notice to County, require the County to stop all, or any part of the Work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the Work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
  - b.** Terminate the Work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

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



## EXHIBIT C

### Subcontractor Insurance Requirements

County shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between County and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA.

County shall not authorize Contractors to begin work under the Subcontracts 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 incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall County permit a Contractor to work under a Subcontract when County is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the County directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, OHA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

### INSURANCE TYPES AND AMOUNTS

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### **COMMERCIAL GENERAL LIABILITY:**

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

#### **AUTOMOBILE LIABILITY:**

☒ **Required**   ☐ **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### **PROFESSIONAL LIABILITY:**

☒ **Required**   ☐ **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

#### **NETWORK SECURITY AND PRIVACY LIABILITY:**

☐ **Required**   ☒ **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to OHA, State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of OHA or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of OHA, State of Oregon data.

#### **POLLUTION LIABILITY:**

☐ Required ☒ Not required

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract/Subcontract is required. Combined single limit per occurrence shall not be less than \$\_\_\_\_\_ and not be less than \$\_\_\_\_\_ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract/Subcontract is also acceptable.

#### **EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

#### **ADDITIONAL COVERAGE REQUIREMENTS:**

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

#### **ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

#### **WAIVER OF SUBROGATION:**

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

**CONTINUOUS CLAIMS MADE COVERAGE:**

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

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, OHA/County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

## EXHIBIT D

### Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For 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.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Reserved, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Reserved.**
3. **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
4. **Energy Efficiency.** Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are

contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**5. Truth in Lobbying.** By signing this Contract, the Contractor certifies, 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 Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c.** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d.** This certification is a material representation of fact upon which reliance was placed when this 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 Contractor 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 itself.
- f.** No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or

officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending, or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to Contractor 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 of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** Contractor shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
  - b. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than \$750,000 in a fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

- 10. Medicaid Services.** Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time-to-time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor'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 U.S.C. § 1396a(a)(68).
- 11. Agency-based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 12. Disclosure.**
- a.** 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest



is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

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

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

- a. The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

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

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally

describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.
- 16.** Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200. All required data elements in accordance with 45 CFR 75.352 are available at:  
<http://www.oregon.gov/oha/amh/Pages/federal-reporting.aspx>.

EXHIBIT E

Financial Pages

| MODIFICATION INPUT REVIEW REPORT |      |           |               |                       |                  |        |                   |                          |         |         |      |             |     |
|----------------------------------|------|-----------|---------------|-----------------------|------------------|--------|-------------------|--------------------------|---------|---------|------|-------------|-----|
| MOD#: M1107                      |      |           |               |                       |                  |        |                   |                          |         |         |      |             |     |
| CONTRACT#: 043924                |      |           |               | CONTRACTOR: DESCHUTES |                  |        |                   |                          |         |         |      |             |     |
| INPUT CHECKED BY: _____          |      |           |               | DATE CHECKED: _____   |                  |        |                   |                          |         |         |      |             |     |
| SE#                              | FUND | PROJ CODE | CPMS PROVIDER | EFFECTIVE DATES       | SLOT CHANGE/TYPE | RATE   | OPERATING DOLLARS | STARTUP PART DOLLARS ABC | PART IV | PAAF CD | BASE | CLIENT CODE | SP# |
| FISCAL YEAR: 2025-2026           |      |           |               |                       |                  |        |                   |                          |         |         |      |             |     |
| 39                               |      | BASE 313  | PATH GRANT    | 7/1/2025 - 6/30/2026  | 0 /NA            | \$0.00 | \$96,937.00       | \$0.00                   | A       | 1       | Y    |             | 1   |
| TOTAL FOR SE# 39                 |      |           |               |                       |                  |        | \$96,937.00       | \$0.00                   |         |         |      |             |     |
| TOTAL FOR 2025-2026              |      |           |               |                       |                  |        | \$96,937.00       | \$0.00                   |         |         |      |             |     |
| FISCAL YEAR: 2026-2027           |      |           |               |                       |                  |        |                   |                          |         |         |      |             |     |
| 39                               |      | BASE 313  | PATH GRANT    | 7/1/2026 - 6/30/2027  | 0 /NA            | \$0.00 | \$96,937.00       | \$0.00                   | A       | 1       | Y    |             | 1   |
| TOTAL FOR SE# 39                 |      |           |               |                       |                  |        | \$96,937.00       | \$0.00                   |         |         |      |             |     |
| TOTAL FOR 2026-2027              |      |           |               |                       |                  |        | \$96,937.00       | \$0.00                   |         |         |      |             |     |
| TOTAL FOR M1107 043924           |      |           |               |                       |                  |        | \$193,874.00      | \$0.00                   |         |         |      |             |     |



**EXHIBIT E****Financial Pages**

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES  
DATE: 06/05/2025

Contract#: 043924  
REF#: 000

**REASON FOR FAAA (for information only):**

Payments provided through these Financial Pages (Exhibit E) are for Mental Health, Addictions Treatment, Recovery and Prevention, and Problem Gambling Services, as allocated within OHA's 2025-2027 Legislative Approved Budget (LAB), beginning on July 1, 2025, and ending June 30, 2027. The Financial Pages may require modification by written amendment, or by administrative amendment (memo), provided that such administrative amendment is only used to change the fund source coding and not the amount of funding, to reflect the actual funding amounts remaining in the 2025-2027 LAB.

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

|       |                                                                                                                                                                                                                                                                                                                                                       |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| M1107 | 1A) These payments may only be used in accordance with federal regulations related to Projects For Assistance In Transition From Homelessness (PATH) grant. B) Providers of MHS 39 Services shall conduct outreach to a minimum of 45 adult individuals including outreach to a minimum of 140 PATH-Eligible consumers between 7/1/2025 to 6/30/2027. |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Confidential

CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

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

Document number: PO-44300-00043924-0

Legal name (tax filing):

DBA name (if applicable):

Billing address:

City:

Phone:

FEIN:

- OR -

SSN:



## Certificate Of Completion

Envelope Id: 211464B1-B9EF-4BBA-A12A-80C403B66B64

Status: Sent

Subject: PO-44300-00043924-0 Deschutes County

Source Envelope:

Document Pages: 42

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Larry Briggs

AutoNav: Enabled

Larry.O.Briggs@odhsoha.oregon.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.107.133

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

## Record Tracking

Status: Original

Holder: Larry Briggs

Location: DocuSign

6/30/2025 7:07:41 AM

Larry.O.Briggs@odhsoha.oregon.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

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

## Signer Events

### Signature

### Timestamp

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mick Kincaid

mick.j.kincaid@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ebony Clarke

ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 11:44:53 AM

ID: 47b09fbc-4364-48ad-8181-06540ee27d46

Sent: 6/30/2025 7:10:32 AM

Resent: 7/10/2025 6:42:23 AM

Viewed: 7/10/2025 9:00:12 AM

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

| Carbon Copy Events                                   | Status | Timestamp |
|------------------------------------------------------|--------|-----------|
| BHD.Contracts@oha.oregon.gov                         |        |           |
| BHD.Contracts@oha.oregon.gov                         |        |           |
| Security Level: Email, Account Authentication (None) |        |           |
| <b>Electronic Record and Signature Disclosure:</b>   |        |           |
| Not Offered via DocuSign                             |        |           |
| Blanca Fernandez                                     |        |           |
| blanca.fernandez@oha.oregon.gov                      |        |           |
| Security Level: Email, Account Authentication (None) |        |           |
| <b>Electronic Record and Signature Disclosure:</b>   |        |           |
| Not Offered via DocuSign                             |        |           |
| Shawn Kintner                                        |        |           |
| shawn.kintner@oha.oregon.gov                         |        |           |
| Security Level: Email, Account Authentication (None) |        |           |
| <b>Electronic Record and Signature Disclosure:</b>   |        |           |
| Not Offered via DocuSign                             |        |           |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                  |                  |                      |
|------------------|------------------|----------------------|
| Envelope Sent    | Hashed/Encrypted | 6/30/2025 7:10:32 AM |
| Envelope Updated | Security Checked | 7/7/2025 7:31:29 AM  |
| Envelope Updated | Security Checked | 7/7/2025 7:31:29 AM  |
| Envelope Updated | Security Checked | 7/7/2025 7:31:29 AM  |
| Envelope Updated | Security Checked | 7/7/2025 7:31:29 AM  |
| Envelope Updated | Security Checked | 7/9/2025 6:20:16 AM  |
| Envelope Updated | Security Checked | 7/9/2025 6:20:16 AM  |
| Envelope Updated | Security Checked | 7/9/2025 6:20:16 AM  |
| Envelope Updated | Security Checked | 7/9/2025 6:20:16 AM  |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--------------------------------------------|
|--------------------------------------------|



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Carahsoft OBO Oregon Health Authority - CLM:**

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

To contact us by email send messages to: [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov)

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

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

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

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

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mick.j.kincaid@oha.oregon.gov](mailto:mick.j.kincaid@oha.oregon.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Authorization to apply for an Oregon Cold Case Investigation Association Grant

**RECOMMENDED MOTIONS:**

Move to authorize the submittal of an application for an Oregon Cold Case Investigation Association Grant.

**BACKGROUND AND POLICY IMPLICATIONS:**

The District Attorney's Office seeks Board authorization to apply for an Oregon Cold Case Investigation Association Cold Case grant to secure funding that will allow for additional testing of evidence on a Redmond Police Department cold case.

In partnership with the Redmond Police Department, the District Attorney's Office will send existing evidence on a cold case to companies outside of Oregon to help solve the case. Two of these companies are private labs, each of which uses a proprietary technique that enables them to extract DNA from evidence which most state labs are unable to extract. The third company has the ability to conduct additional analysis on DNA samples, which would help us increase the likelihood of identifying the correct suspect and solving the case.

If granted, the funds would be used to cover the expenses related to having the evidence tested by the labs which specialize in these DNA extraction and analysis techniques.

The grant cycle would be approximately one year – starting August 1, 2025, and ending June 30, 2026.

**BUDGET IMPACTS:**

If approved, the application may result in a grant award between \$8,000 and \$20,000.

There is no requirement for matching funds.

**ATTENDANCE:**

Kathleen Meehan Coop, Management Analyst



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of a Notice of Intent to Award a contract to LRS Architects for design of the Deschutes County Downtown Campus Plan Project

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-771, a Notice of Intent to Award a contract to LRS Architects for design of the Deschutes County Downtown Campus Plan Project.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Facilities Department issued a publicly advertised RFP for design services for the Downtown Campus Plan project on May 7, 2025, in accordance with ORS 279C. Six (6) firms submitted proposals: Cole Architects, Hennebery Eddy Architects, LRS Architects, ORW Architecture, Pinnacle Architecture, and Steele Associates Architects.

Proposals were reviewed by a selection committee with members of the County Administration, Community Development Department, Health Services, Information Technology, and Facilities Department. In the proposal scoring phase, LRS Architects, ORW Architecture, and Pinnacle Architecture were the high-scoring firms and were subsequently invited to the interview round.

LRS Architects, a firm based in Bend, received the highest scores in both the proposal and interview rounds. The selection committee recommends that a Notice of Intent to Award Contract be issued and that the County and LRS Architects proceed with contract negotiations.

LRS Architects proposes to provide planning and design services for the Deschutes County Downtown Campus Plan project and provide the following services and deliverables:

**Goals, Objectives and Core Services**

- Engage with the steering committee and stakeholders to develop goals, objectives, and guiding principles for the Downtown Campus.
- Establish consensus of the core services to be provided on the campus, evaluate space needs and key adjacencies, and identify obstacles and potential improvement to accessing those services.

### Case Studies and Design Framework

- Provide case studies of relevant civic campuses that have been revitalized or that were developed to be cohesive and well-connected with the surrounding community.
- Develop a design framework with concepts to improve the campus' identity as a potential civic district within Bend's downtown core area and improve wayfinding across the campus.

### Campus Plan

- Develop a single report that details future development opportunities, anticipates growth, and establishes a clear vision for the services provided on the campus, ensuring that near-term uses are compatible with long-term needs:
  - Near-Term (0-5 years) Plan and Conceptual Cost Estimates
  - Mid-Term (6-10 years) Plan and Conceptual Cost Estimates
  - Long-Term (11-20 years) Plan and Conceptual Cost Estimates
- Identify long-term limitations for expansion of existing facilities and under-utilized properties to target future development opportunities and ensure the highest and best use of County properties.
- Identify development opportunities for County services, parking, and multi-modal connectivity in the campus and to the surrounding community.
- Ensure the plan is compatible with City of Bend's comprehensive plan, zoning, and the Bend Core Area Project.
- Publish a final report which will be presented to the Board of County Commissioners for approval.

### **BUDGET IMPACTS:**

This action issues a Notice of Intent to Award Contract to the highest-scoring firm in the RFP interview round, LRS Architects, and allows seven (7) days for concerned parties to protest the award. If there is no protest within the seven-day period, the County will begin negotiations with LRS Associates Architects and subsequently enter into a services contract.

Project costs for design services are budgeted in Campus Improvement Fund 463 for Fiscal Year 2026.

### **ATTENDANCE:**

Lee Randall, Director

Eric Nielsen, Capital Improvement Manager



## BOARD OF COUNTY COMMISSIONERS

July 23, 2025

**Sent via electronic mail & first class mail**

LRS Architects  
 Attn: Michelle Startt, Managing Principal  
 1777 SW Chandler Avenue, Suite 270  
 Bend, Oregon 97702  
[mstartt@lrsarchitects.com](mailto:mstartt@lrsarchitects.com)

RE: Contract for Deschutes County Downtown Campus Plan Project

**NOTICE OF INTENT TO AWARD CONTRACT**

On July 23, 2025, the Board of County Commissioners of Deschutes County, Oregon, considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful proposer for the project was LRS Architects based in Bend, Oregon.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon at Deschutes Services Building, 1300 NW Wall Street, Bend Oregon, 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, July 30, 2025.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County, Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625, Fax (541) 383-0496; or email to [david.doyle@deschutes.org](mailto:david.doyle@deschutes.org).

Be advised that if no protest is received within the stated time-period, the County is authorized to process the contract administratively.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
DESCHUTES COUNTY, OREGON

---

Commissioner Anthony DeBone, Chair

Enclosure:  
OAR 137-047-0610

Cc w/ enclosure:

**Cole Architects**

Ian Schmidt  
1000 NW Wall Street, Suite 205  
Bend, Oregon 97703  
[ian@colearchitects.com](mailto:ian@colearchitects.com)

**ORW Architects**

David Wilkerson  
920 NW Bond Street, Suite 208  
Bend, OR 97703  
[david@orwarch.com](mailto:david@orwarch.com)

**Hennebery Eddy Architects**

Camilla Cok  
1000 NW Wall Street, Suite 250  
Bend, OR 97703  
[ccok@henneberyeddy.com](mailto:ccok@henneberyeddy.com)

**Steele Associates Architects LLC**

Scott Steele  
2738 NW Potts Court, Suite 110  
Bend, Oregon 97703  
[ssteele@steele-arch.com](mailto:ssteele@steele-arch.com)

**Pinnacle Architecture, Inc.**

Briana Manfrass  
1001 SW Disk Drive, Suite 105  
Bend, Oregon 97702  
[briana@parch.biz](mailto:briana@parch.biz)

**OAR 137-047-0610**

## Notice of Intent to Award

(1) Notice of Intent to Award. The Contracting Agency shall provide Written notice of its intent to Award to all Bidders and Proposers pursuant to ORS 279B.135 (Notice of intent to award) at least seven (7) Days before the Award of a Contract, unless the Contracting Agency determines that circumstances justify prompt execution of the Contract, in which case the Contracting Agency may provide a shorter notice period. The Contracting Agency shall document the specific reasons for the shorter notice period in the Procurement file.

(2) Finality. The Contracting Agency's Award shall not be final until the later of the following:

(a) The expiration of the protest period provided pursuant to OAR 137-047-0740 (Protests and Judicial Review of Contract Award); or

(b) The Contracting Agency provides Written responses to all timely-filed protests denying the protests and affirming the Award.

**Statutory/Other Authority:** ORS 279A.065 & 279B.135

**Statutes/Other Implemented:** ORS 279B.135





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of agreement extending the Emerging Adult Program Contract with Thrive Central Oregon

**RECOMMENDED MOTIONS:**

Move approval of Document No. 2025-643 extending the service agreement with Thrive Central Oregon for continued implementation of the Criminal Justice Commission Restorative Justice Grant.

**BACKGROUND AND POLICY IMPLICATIONS:**

The District Attorney's Office seeks Board authorization to continue our contract with Thrive Central Oregon to maintain Emerging Adult Program operations under our current Criminal Justice Commission (CJC) Restorative Justice grant through September 30, 2025.

The EAP is a partnership between the District Attorney's Office and Thrive Central Oregon (Thrive) to redirect young adults out of the criminal justice system into a restorative justice program that ensures accountability by addressing the harm caused. The CJC granted the EAP a three-month no-cost extension to continue to use previously allocated funds to support program activities until the end of September.

Thrive Central Oregon has been providing support services to EAP participants since the program launched as a pilot in 2021. The CJC's Restorative Justice Grant program has supported Thrive's EAP work since fall 2022, allowing Deschutes County to grow the initiative from 13 pilot participants to a total of 99 individuals.

This new agreement allows Thrive to continue its work using existing grant funds allocated for the purpose of providing support and access to resources until the end of September.

**BUDGET IMPACTS:**

No budget impacts as Thrive has already been awarded the funds for this work, and this agreement is a no-cost extension.

**ATTENDANCE:**

Kathleen Meehan Coop, Management Analyst

REVIEWED  
  
 LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2025-643**  
**AMENDING DESCHUTES COUNTY CONTRACT Nos. 2024-847, 2023-982, 2023-165, 2022-796**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2024-847 dated November 11, 2024, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Thrive Central Oregon ("Contractor"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

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

The above listed contract is amended as follows:

1. Project Period: The program effective dates change from November 1, 2022 to ~~December 31, 2024~~ June 30, 2025 to now conclude on ~~June~~ **September 30, 2025**.
2. Total Compensation: The not to exceed amount of \$247,647.50 increased by \$63,000.00 for a total not to exceed of \$310,647.50.

| Funding Category         | 2024 Budget  | 2025 CJC approved budget adjustment | Extension CJC approved budget adjustment | New 2025 budget allocations |
|--------------------------|--------------|-------------------------------------|------------------------------------------|-----------------------------|
| Case Management          | \$220,560.00 |                                     | \$25,056.00                              | \$245,616.00                |
| Life Stabilization Funds | \$78,587.50  | \$11,500.00                         | <del>(\$25,056.00)</del>                 | \$65,031.50                 |
| Victim/Offender Fund     | \$11,500.00  | <del>(\$11,500.00)</del>            |                                          | \$0                         |
| Total                    | \$310,647.50 |                                     |                                          | \$310,647.50                |

- a. Case Management Services: The not to exceed amount of **\$220,560** increased by **\$25,056** to **\$245,616** ~~\$170,560 increased by \$50,000 to \$220,560.~~
- b. Victim/Offender Funds: The not to exceed amount of \$11,500 decreased by \$11,500 to zero out that fund.
- c. Life Stabilization Funds: The not to exceed amount of **78,587.50** increased by **\$11,500** and then decreased by **\$25,056.00** to **\$65,031.50**. ~~\$65,587.50 increased by 13,000 to \$78,587.50.~~

## d. Life Stabilization Fund Breakdown

- i. Participant support: The not to exceed amount of \$67,300 ultimately decreased by \$12,023.23 to \$55,276.77 ~~56252.00 increased by \$11,050 to \$67,300.~~
- ii. Administration fee: The not to exceed amount of 11,287.50 ultimately decreased by \$1,532.77 to \$9,754.73. ~~\$9,337.50 increased by \$1,950 to \$11287.50~~

| Funding Category   | 2025 Full Category Budget | Participant Support | Administration Fee |
|--------------------|---------------------------|---------------------|--------------------|
| Life Stabilization | \$65,031.50               | \$55,276.78         | \$9,754.73         |

3. Reporting deadlines: January 15, 2025, April 15, 2025, ~~and~~ July 15, 2025, and **October 15, 2025.**

4. Except as provided herein, and as applicable, the terms of Contract Nos. 2024-847, 2023-982, 2023-165, 2022-796 shall remain in full force.

CONTRACTOR: Thrive Central Oregon

\_\_\_\_\_  
Sarah Mahnke, Executive Director

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

COUNTY:

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, CHAIR

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

ATTEST:

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

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



# CERTIFICATE OF LIABILITY INSURANCE

07/23/2025 Item #10.

DATE (MM/DD/YYYY)

3/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                             |                                                                              |               |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Inszone Insurance Services, LLC<br>2721 Citrus Road, Suite A<br>Rancho Cordova, CA 95742 | <b>CONTACT NAME:</b> Certificate Team                                        |               |
|                                                                                                             | <b>PHONE (A/C, No, Ext):</b> 877-308-9663 <b>FAX (A/C, No):</b> 916-400-2625 |               |
|                                                                                                             | <b>E-MAIL ADDRESS:</b> certs@inszoneins.com                                  |               |
|                                                                                                             | <b>INSURER(S) AFFORDING COVERAGE</b>                                         | <b>NAIC #</b> |
|                                                                                                             | <b>INSURER A:</b> United States Fire Ins Co                                  | 21113         |
|                                                                                                             | <b>INSURER B:</b> SAIF Corporation                                           | 36196         |
|                                                                                                             | <b>INSURER C:</b> ACE Fire Underwriters Insurance Company                    | 20702         |
|                                                                                                             | <b>INSURER D:</b>                                                            |               |
|                                                                                                             | <b>INSURER E:</b>                                                            |               |
|                                                                                                             | <b>INSURER F:</b>                                                            |               |

License#: 0F82764  
THRICE-01**INSURED**  
Thrive Central Oregon  
Po Box 1815  
Bend, OR 97709**COVERAGES****CERTIFICATE NUMBER:** 888474160**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER                                     | POLICY EFF (MM/DD/YYYY)           | POLICY EXP (MM/DD/YYYY)           | LIMITS                                                                                                                                                                                                                                        |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | NPP1583158F                                       | 7/4/2024                          | 7/4/2025                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ Included<br>\$ |
| A           | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                |           |          | NPP1583158F                                       | 7/4/2024                          | 7/4/2025                          | COMBINED SINGLE LIMIT (Ea accident) \$ Included<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A           | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                              | Y         |          | CUP1573164A                                       | 5/31/2024                         | 5/31/2025                         | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$                                                                                                                                                                                  |
| B           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y         | N/A      | 881955                                            | 4/1/2025                          | 4/1/2026                          | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                           |
| A<br>A<br>C | Professional Liability<br>Professional Liability<br>Directors and Officers                                                                                                                                                                                                                                             |           |          | NPP1583158F<br>NPP1583158F<br>NFPORF1390327A2-008 | 7/4/2024<br>7/4/2024<br>3/19/2025 | 7/4/2025<br>7/4/2025<br>3/19/2026 | Aggregate \$3,000,000<br>Each Incident \$1,000,000<br>Aggregate/Occurrence \$1,000,000                                                                                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured on the General Liability. Waiver of Subrogation on the Workers Compensation. Umbrella follows form, subject to the terms and conditions of the policy.

The aforementioned coverage is provided to the extent in the attached forms for: Deschutes County

**CERTIFICATE HOLDER****CANCELLATION**Deschutes County  
411 SW 9th St.  
1300 NW Wall St.  
Bend, OR 97703

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
06/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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|                                                                              |  |                                                                                                                                                                                                            |  |
|------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>CC/ALLISON BROCK<br>775 SW BONNETT WY 200, BEND, OR 97702 |  | <b>CONTACT</b><br>NAME: Progressive Commercial Lines Customer and Agent Servicing<br>PHONE (A/C, No, Ext): 1-800-444-4487<br>FAX (A/C, No):<br>E-MAIL ADDRESS: progressivecommercial@email.progressive.com |  |
|                                                                              |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                                                       |  |
|                                                                              |  | <b>INSURER A:</b> Artisan and Truckers Casualty Company                                                                                                                                                    |  |
|                                                                              |  | <b>INSURER B:</b>                                                                                                                                                                                          |  |
|                                                                              |  | <b>INSURER C:</b>                                                                                                                                                                                          |  |
|                                                                              |  | <b>INSURER D:</b>                                                                                                                                                                                          |  |
|                                                                              |  | <b>INSURER E:</b>                                                                                                                                                                                          |  |
|                                                                              |  | <b>INSURER F:</b>                                                                                                                                                                                          |  |

**COVERAGES** **CERTIFICATE NUMBER:** 283649697301213905D062425T160240 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                            | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | N         | N        | 992460659     | 01/30/2025              | 01/30/2026              | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                           |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                | N/A       |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A        | See ACORD 101 for additional coverage details.                                                                                                                                                                                                               | N         | N        | 992460659     | 01/30/2025              | 01/30/2026              | \$                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

 Thrive Central Oregon  
 PO Box 1815  
 Bend, OR 97709

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

|                                                         |                           |                                                                                |  |
|---------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------|--|
| <b>AGENCY</b><br>CC/ALLISON BROCK                       |                           | <b>NAMED INSURED</b><br>Thrive Central Oregon<br>PO Box 1815<br>Bend, OR 97709 |  |
| <b>POLICY NUMBER</b><br>992460659                       |                           |                                                                                |  |
| <b>CARRIER</b><br>Artisan and Truckers Casualty Company | <b>NAIC CODE</b><br>10194 | <b>EFFECTIVE DATE:</b> 01/30/2025                                              |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**Additional Coverages**

| Insurance coverage(s)           | Limits                            |
|---------------------------------|-----------------------------------|
| Uninsured/Underinsured Motorist | \$2,000,000 Combined Single Limit |

**Description of Location/Vehicles/Special Items**
**Scheduled autos only**

|                                         |                                           |
|-----------------------------------------|-------------------------------------------|
| 2023 SUBARU CROSSTREK JF2GTAPCXP248670  |                                           |
| Comprehensive                           | \$500 Ded                                 |
| Uninsured Motorist Property Damage      | \$20,000 w/\$200 Ded (\$300 if Hit & Run) |
| Collision                               | \$500 Ded                                 |
| Rental Reimbursement                    | \$50 Per Day (\$1,500 Max)                |
| Personal Injury Protection              | \$15,000 each person                      |
| Roadside Assistance                     | Selected w/\$0 Ded                        |
| 2024 SUBARU CROSSTREK JF2GUADC5RH343318 |                                           |
| Comprehensive                           | \$500 Ded                                 |
| Uninsured Motorist Property Damage      | \$20,000 w/\$200 Ded (\$300 if Hit & Run) |
| Collision                               | \$500 Ded                                 |
| Rental Reimbursement                    | \$50 Per Day (\$1,500 Max)                |
| Personal Injury Protection              | \$15,000 each person                      |
| Roadside Assistance                     | Selected w/\$0 Ded                        |

**DESCHUTES COUNTY DOCUMENT SUMMARY**

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

Please complete all sections above the Official Review line.

**Date:** 06/23/2025 **Department:** DA's Office **Document Number:** 2025-643

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

*If an amendment, which Document No. is being amended?* 2022-796, 2023-165, 2023-982, 2024-847

**Starting Date:** July 1, 2025 **Ending Date:** September 30, 2025

**Contractor/Supplier/Consultant Name:** Thrive Central Oregon

**Annual Value or Total Payment:** Remaining Emerging Adult Program funds that are already under management by Thrive approximately \$30,000

**Purpose of Document:** Contract for services related to providing case management for the Emerging Adult Program

☒ Insurance certificate received (check box and add certificate to document or note N/A)

Insurance expiration date: 7/4/2025 Risk Mgmt review/date: N/A

Contract initiation method:

- ☐ RFP, solicitation or bid process  
☐ Informal quotes (<\$250K)  
☐ Exempt from RFP, solicitation or bid process (specify below – see DCC §2.37)

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

If **Yes**, is the vendor registered in Munis? ☒ Yes ☐ No

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

Cost Center/Project String: 0011150 / 334012 / DAEAP22

If **No**, is a budget amendment required? ☐ Yes ☐ No

**Departmental Contact and Title:** Kathlene Meehan Coop, Management Analyst  
**Phone #:** 541-317-3175

**Department Director Approval:**

[Signature]  
 Signature

6/30/25  
 Date

**Distribution of Document:** Who gets the document after it has been signed?

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

Kathleen Meehan Coop

---

**Official Review:**

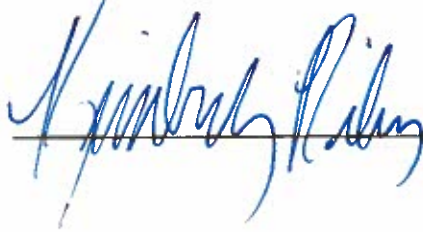
County signature required (check one):

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

For grants, signature required (check one):

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

Legal Review



Date

7/7/25





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Approval of a Notice of Intent to Award a contract for Hazardous Waste Transportation and Management Services to Clean Earth Environmental Solutions

**RECOMMENDED MOTION:**

Move approval of a Notice of Intent to Award the Hazardous Waste Transportation and Management Services contract to Clean Earth Environmental Solutions, Inc.

**BACKGROUND AND POLICY IMPLICATIONS:**

In May, 2025, the Solid Waste Department solicited proposals for the Hazardous Waste Transportation and Management Services at the Knott Landfill Recycling and Transfer Facility. The scope of work involves transporting and disposal of materials collected at the Knott HHW facility and rural HHW events. The scope includes pricing for supplemental staffing for the HHW program including rural events and providing supplies on an as needed basis. The anticipation of the staffing need is project to be minimal as the Solid Waste Department currently has 3 Hazardous Waste FTEs and 4 additional HAZWOPER certified staff to help cover as needed. The contract also provides for 24-hour emergency response services in the event of a hazardous materials incident that requires services beyond the capabilities of the County to provide.

The Request for Proposals was advertised in the Bend Bulletin and the Daily Journal of Commerce. During the solicitation period, seven hazardous waste management service providers and one plan center registered as planholders for the project.

Proposals were received from five firms. Proposals were scored using the following criteria: fees (50 points), firm experience, qualifications and capabilities (20 points), completeness and detail of the proposal (20 points), and references (10 points).

Fees were evaluated using an assumed volume of waste collected over a 12 month period, based on program history. Clean Harbors Environmental Services had an overall cost total that was \$11,247 lower for transportation and disposal than the second proposer, Clean Earth Environmental Solutions (an approximate 5.4% difference). Clean Harbors did not score as well on experience, qualifications and capabilities. This was based both on

specifics in their proposal as well as the Department's experience with the firm over the past several years with substantial quality control issues related to invoicing and regulatory paperwork as well as current issues with managing the waste oil and antifreeze program. Given the shortcomings experienced with Clean Harbors over the past several years and the relatively minor variation in cost proposals, Clean Earth Environmental Solutions was determined to be the best qualified proposer and is recommended for award of the contract.

A summary the cost proposals and proposal evaluation scoring are attached. References from public agencies utilizing Clean Earth Environmental Solutions for HHW program services were checked and the firm received positive comments from all references. Additionally, the County has had a positive experience with Clean Earth Environmental Solutions providing the subject services in the past.

Because the services provided under this contract are invoiced on a time and materials basis (based on quantities of HHW received and staff hours worked), the contract is awarded in an amount not to exceed \$250,000. The contract is issued as a one year agreement with the option for annual renewal for two additional years, subject to mutual agreement between the County and the Contractor.

**BUDGET IMPACTS:**

Funds have been budgeted in the Solid Waste Department budget for this project.

**ATTENDANCE:**

Tim Brownell, Director of Solid Waste

July 23, 2025

**Sent via email & First Class Mail**

RE: Project – Hazardous Waste Transportation and Management Services

**NOTICE OF INTENT TO AWARD CONTRACT**

On July 23, 2025, the Board of County Commissioners of Deschutes County, Oregon, considered proposals for the above-referenced project. The Board of County Commissioners County Department determined that the successful [bidder or proposer] for the project was Clean Earth Environmental Solutions, Inc., King of Prussia, Pennsylvania.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135 for contracts other than public improvements. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, July 30, 2025.**

Clean Earth Environmental Solutions, Inc.  
July 23, 2025  
Page 2

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) [insert applicable OAR - 137-049-0450 for construction contracts or OAR 137-047-0740 for contracts other than construction]. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; fax (541) 383-0496; or email to david.doyle@deschutes.org.

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
DESCHUTES COUNTY, OREGON

---

[Authorized signature]

cc: See attached List

## Contract for Hazardous Waste Transportation and Management Services

ACT Environmental  
13600 SE Amber Road  
Clackamas, OR 97015  
[jacosta@actenviro.com](mailto:jacosta@actenviro.com)

Clean Earth Environmental Solutions, Inc.  
11855 White Rock Road  
Rancho Cordova, CA 95869  
[pbettencourt@cleaneearthinc.com](mailto:pbettencourt@cleaneearthinc.com)

Clean Earth Environmental Solutions, Inc.  
933 First Ave., Suite 200  
King of Prussia, PA 19406  
[ppeterson@cleaneearthinc.com](mailto:ppeterson@cleaneearthinc.com)

Clean Harbors  
16540 SSE 130<sup>th</sup>  
Clackamas, OR 97015  
[lamb.charlest@cleanharbors.com](mailto:lamb.charlest@cleanharbors.com)

Triumvirate Environmental Services LLC.  
3701 SW 47<sup>th</sup> Avenue Suite 109  
Davie, FL 33314  
[busdev@triumvirate.com](mailto:busdev@triumvirate.com)

GrayMar Environmental Services, LLC  
905 NW Corporate Drive  
Troutdale, OR 97060  
[dwhite@graymarenv.com](mailto:dwhite@graymarenv.com)

**PROPOSAL EVALUATION SUMMARY**  
**Hazardous Waste Transportation and Management Services**

| <b>Reviewer</b> | <b>Proposer</b>      | <b>Proposal Score</b> | <b>Rank</b> |
|-----------------|----------------------|-----------------------|-------------|
| #1              | ACT                  | 80                    | 2           |
|                 | Clean Earth          | 81                    | 1           |
|                 | Clean Harbors        | 80                    | 2           |
|                 | GrayMar              | 57                    | 5           |
|                 | Triumvirate          | 74                    | 4           |
| #2              | ACT                  | 77                    | 3           |
|                 | Clean Earth          | 85                    | 1           |
|                 | Clean Harbors        | 79                    | 2           |
|                 | GrayMar              | 68                    | 5           |
|                 | Triumvirate          | 72                    | 4           |
| #3              | ACT                  | 86                    | 2           |
|                 | Clean Earth          | 87                    | 1           |
|                 | Clean Harbors        | 84                    | 3           |
|                 | GrayMar              | 73                    | 5           |
|                 | Triumvirate          | 80                    | 4           |
| <b>Totals</b>   | <b>ACT</b>           | <b>243</b>            | <b>2</b>    |
|                 | <b>Clean Earth</b>   | <b>253</b>            | <b>1</b>    |
|                 | <b>Clean Harbors</b> | <b>243</b>            | <b>2</b>    |
|                 | <b>GrayMar</b>       | <b>198</b>            | <b>5</b>    |
|                 | <b>Triumvirate</b>   | <b>226</b>            | <b>4</b>    |

**Scorer #1**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | GrayMar   | ACT       | Clean Earth | Clean Harbors | Triumvirate |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-------------|---------------|-------------|
| 1. Proposed fees as provided on the Fee Schedule: Note the Fee Schedule includes estimated annual quantities of hazardous waste which shall be used by the Countys as the basis for evaluating Proposer fees. Proposers are to complete all unit prices as well as calculated extension prices and total costs based on the estimated quantities furnished. Proposed fees will be ranked with a <b>maximum value of 50 points.</b>                                                                             | 20        | 41        | 43          | 46            | 35          |
| 2. Proposer's experince, qualifications and capabilities in HHW and VSQG hazardous waste transportation and management services including staff training programs, internal documentation and invoicing, quality control procedures (manifesting and transportation management, invoicing, TSDF auditing and selection, etc.), eperience, training and qualifications of staff to be assigned to this project. Proposer experience and qualifications will be ranked with a <b>maximum value of 30 points.</b> | 23        | 23        | 26          | 22            | 23          |
| 3. Client references for services similar to those sought under this Proposal. References will be ranked with a <b>maximum value of 10 points.</b>                                                                                                                                                                                                                                                                                                                                                             | 9         | 10        | 10          | 10            | 10          |
| 4. Interview if conducted will be ranked with a <b>maximum of 10 points.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |           |             |               |             |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>52</b> | <b>74</b> | <b>79</b>   | <b>78</b>     | <b>68</b>   |

**Scorer #2**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | GrayMar   | ACT       | Clean Earth | Clean Harbors | Triumvirate |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-------------|---------------|-------------|
| 1. Proposed fees as provided on the Fee Schedule: Note the Fee Schedule includes estimated annual quantities of hazardous waste which shall be used by the Countys as the basis for evaluating Proposer fees. Proposers are to complete all unit prices as well as calculated extension prices and total costs based on the estimated quantities furnished. Proposed fees will be ranked with a <b>maximum value of 50 points.</b>                                                                             | 30        | 40        | 48          | 45            | 35          |
| 2. Proposer's experince, qualifications and capabilities in HHW and VSQG hazardous waste transportation and management services including staff training programs, internal documentation and invoicing, quality control procedures (manifesting and transportation management, invoicing, TSDF auditing and selection, etc.), eperience, training and qualifications fo staff to be assigned to this project. Proposer experience and qualifications will be ranked with a <b>maximum value of 30 points.</b> | 28        | 28        | 27          | 25            | 28          |
| 3. Client references for services similar to those sought under this Proposal. References will be ranked with a <b>maximum value of 10 points.</b>                                                                                                                                                                                                                                                                                                                                                             | 10        | 9         | 10          | 9             | 9           |
| 4. Interview if conducted will be ranked with a <b>maximum of 10 points.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |           |             |               |             |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>68</b> | <b>77</b> | <b>85</b>   | <b>79</b>     | <b>72</b>   |



**Scorer #3**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | GrayMar   | ACT       | Clean Earth | Clean Harbors | Triumvirate |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-------------|---------------|-------------|
| 1. Proposed fees as provided on the Fee Schedule: Note the Fee Schedule includes estimated annual quantities of hazardous waste which shall be used by the Countys as the basis for evaluating Proposer fees. Proposers are to complete all unit prices as well as calculated extension prices and total costs based on the estimated quantities furnished. Proposed fees will be ranked with a <b>maximum value of 50 points.</b>                                                                             | 35        | 47        | 50          | 48            | 41          |
| 2. Proposer's experince, qualifications and capabilities in HHW and VSQG hazardous waste transportation and management services including staff training programs, internal documentation and invoicing, quality control procedures (manifesting and transportation management, invoicing, TSDF auditing and selection, etc.), eperience, training and qualifications fo staff to be assigned to this project. Proposer experience and qualifications will be ranked with a <b>maximum value of 30 points.</b> | 28        | 29        | 27          | 26            | 29          |
| 3. Client references for services similar to those sought under this Proposal. References will be ranked with a <b>maximum value of 10 points.</b>                                                                                                                                                                                                                                                                                                                                                             | 10        | 10        | 10          | 10            | 10          |
| 4. Interview if conducted will be ranked with a <b>maximum of 10 points.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |           |             |               |             |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>73</b> | <b>86</b> | <b>87</b>   | <b>84</b>     | <b>80</b>   |



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** 30-year service award—Kelli Candella, Administrative Supervisor for the Road Department

**BACKGROUND AND POLICY IMPLICATIONS:**

Chris Doty, Road Director, will present a 30-year service award to Kelli Candella, Administrative Supervisor for the Road Department.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Chris Doty, Road Director



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Confirm appointments to serve on the District Mapping Advisory Committee

**BACKGROUND AND POLICY IMPLICATIONS:**

Ballot Measure #9-173 passed in November 2024 which expands the County Commissioners to a five-seat Board. On March 31, 2025, the BOCC voted in favor of forming a District Mapping Advisory Committee (DMAC) to draw district maps. The BOCC discussed committee formation options in several follow up meetings and, on May 5<sup>th</sup>, a majority of the Commissioners voted to establish a committee by BOCC nominations.

The committee will be made up of seven community members appointed individually by Commissioners. The appointments will be as follows:

| Commissioner        | Number of Nominations |
|---------------------|-----------------------|
| Commissioner DeBone | 2                     |
| Commissioner Adair  | 2                     |
| Commissioner Chang  | 3                     |

The purpose of confirm appointments to the DMAC.

this agenda item is to Commissioner's

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Nick Lelack, County Administrator

Steve Dennison, County Clerk

Jen Patterson, Strategic Initiatives Manager



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Review draft guidelines for the District Mapping Advisory Committee

**BACKGROUND AND POLICY IMPLICATIONS:**

Ballot Measure #9-173, approved by voters in November 2024, expands the County Commissioners to a five-seat Board. On March 31, 2025, the BOCC voted in favor of forming a District Mapping Advisory Committee (DMAC) to draw district maps.

An orientation meeting for the DMAC will be scheduled at the end of August. Weekly meetings will begin in September and go through November 18 (as needed).

Proposed guidelines for the DMAC have been drafted. The purpose of this meeting is for the BOCC to review and finalize the draft guidelines.

**BUDGET IMPACTS:**

N/A

**ATTENDANCE:**

Nick Lelack, County Administrator  
Steve Dennison, County Clerk  
Jen Patterson, Strategic Initiatives Manager  
Neil Bryant, DMAC Facilitator  
Nancy Blakenship, Former Deschutes County Clerk



## **DISTRICT MAPPING ADVISORY COMMITTEE GUIDELINES**

July 2025

### **Background**

Ballot Measure #9-173, approved by voters in November 2024, expands the County Commissioners to a five-seat Board. The two new positions will be elected at-large in 2026 for an initial two-year term which will begin in January 2027. The Deschutes Board of County Commissioners (BOCC) met several times between November 2024 and May 2025 to discuss BOCC interest in creating Commissioner Districts in place of having five at-large Commissioner Positions.

On March 31, 2025, the BOCC voted to move forward to develop a process to draft Commissioner Districts for voter consideration as a ballot measure in 2026. On May 5 the majority of the BOCC voted to establish a committee by BOCC nominations.

The committee will be made up of seven community members appointed individually by Commissioners. The appointments will be as follows:

| Commissioner        | Number of Nominations |
|---------------------|-----------------------|
| Commissioner DeBone | 2                     |
| Commissioner Adair  | 2                     |
| Commissioner Chang  | 3                     |

### **Mission and Purpose**

The District Mapping Advisory Committee (DMAC) is tasked with drawing a draft commissioner district map consisting of proportional districts for the BOCC consideration. If a draft map is approved by the BOCC, it will then be put before the voters as a ballot measure during the 2026 election cycle.

### **Structure and Membership**

The DMAC consists of seven voting members selected via BOCC appointment.



Facilitator Neil Bryant will chair and guide the committee meetings, and a project management team consisting of county staff will support the committee in the following areas:

- Meeting logistics, facilitation, and communications
- Meeting minutes
- GIS Mapping Support
- Update the BOCC of committee activities and actions
- Provide an overview of public meeting laws and ethics, education (i.e., applicable laws and rules), technical information and memorandums, and options for decision making
- Maintain a project website
- Other necessary actions not identified above

## **Record Keeping and Transparency**

As an official public body, Oregon's open meeting laws apply to the DMAC. All meetings will be publicly noticed, livestreamed, and will provide an opportunity for public input. Meeting minutes will be taken and posted on a designated website. Meeting minutes will be shared via email with all members prior to the meeting for review and will be approved as drafted or modified by the committee at a subsequent meeting. All opinions, perspectives, and views will be captured in meeting minutes. This guideline will be posted to the project website and remain a publicly available document.

DMAC members will be assigned a Deschutes County email address that must be used for any and all email communications related to the work of the DMAC.

## **Meeting Schedule and Logistics**

The DMAC will have an orientation meeting in August 2025. The orientation meeting will provide information on public meeting laws, DMAC guidelines, and structure of DMAC meetings.

The DMAC will meet every Tuesday from 5:30 – 7:30 p.m., Sept. 9 – Nov. 18. If the DMAC completes their work early then meetings may end before Nov. 18. If the DMAC needs more time to complete their work then additional meetings may be scheduled to meet the Nov. 18 deadline.



**Alternatively,** the DMAC meeting schedule can be determined based off the schedule of DMAC appointees.

Meetings will take place in different locations throughout the County which could include, but is not limited to, Bend, Redmond, Sisters, La Pine, Sunriver, and Terrebonne.

## Membership

The DMAC is comprised of members listed in the table below. If a committee member has to vacate their appointment for any reason, then an alternate will be appointed by the Commissioner that assigned the committee member to the vacated seat.

| Name | Appointed By        | Committee Position |
|------|---------------------|--------------------|
| TBD  | Commissioner DeBone | 1                  |
| TBD  | Commissioner DeBone | 2                  |
| TBD  | Commissioner Adair  | 3                  |
| TBD  | Commissioner Adair  | 4                  |
| TBD  | Commissioner Chang  | 5                  |
| TBD  | Commissioner Chang  | 6                  |
| TBD  | Commissioner Chang  | 7                  |

## Ground Rules and Expectations

1. Attendance: The Committee strives for full in-person attendance at every meeting.
2. Inclusivity and Civility: Committee members are expected to create space for diverse or contradictory opinions, and support collaboration in all meetings.
3. A majority DMAC members (4 or more) constitutes a quorum, and a quorum shall be required to approve any motions and/or recommendations.

## Map Drawing Criteria

1. Each district, as nearly as practicable, shall:
  - a. Be contiguous
  - b. Utilize existing precinct lines
  - c. Not unreasonably divide communities of common interest and geographic boundaries



- d. Consider current growth patterns
  - i. i.e. building permits and UGB expansions
- 2. No district shall be drawn for the purpose of favoring any political party, incumbent elected official or other person.
- 3. No district shall be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.
- 4. Population
  - a. Census or Voter Registration
    - i. Census population data is from 2020, and an updated count will not be available until 2031.
    - ii. Voter Registration data is updated daily.
  - b. Maps should be drawn to approximately equal population size, recommended to be no more than 5% size difference between the largest and smallest district.
- 5. District numbering will be determined by lot.
  - a. After draft district map is created, the DMAC determines, by lot, each district number.  
***Alternatively,*** the Commissioners could assign district numbers by lot after DMAC created draft district map for BOCC consideration.
- 6. Draft map will have five districts.  
***Alternatively,*** DMAC could be tasked with drafting a draft district map that has four Districts, which would leave one Commissioner position at large.

## Public Input

Each DMAC meeting will schedule 15 minutes, as needed, for public input. There will be a sign-up sheet available at each meeting for members of the public attending in person who would like to give public input. Members of the public attending online who would like to give public comment will use the “raise hand” feature on Zoom.

Each person will be afforded up to three minutes to make their comments. If more than five people have signed up to give public comments, the facilitator will allocate time limits (not to exceed 15 total minutes of a public comment period).



REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2025-778  
AMENDING DESCHUTES COUNTY GRANT AGREEMENT NO. 2022-154**

THAT CERTAIN AGREEMENT, Deschutes County Grant Agreement No. 2022-154 dated February 8, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Sisters Habitat for Humanity ("Grantee"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above-mentioned contract is amended as follows:

The first paragraph within Exhibit A: Programs/Uses is amended to remove the strikethrough language below and add a new paragraph, separate of the letter submitted by the Grantee, with the following bold and underlined language.

I am writing to update information regarding Sisters Habitat for Humanity's request for ARPA funding to purchase lots to build housing for families in Sisters ~~earning less than 60% AMI~~.

**The homes in this affordable housing project will be sold to an individual or family whose annual household income is at or below 80% of Area Median Income ("AMI").**

GRANTEE: Sisters Habitat for Humanity

\_\_\_\_\_  
Authorized Signature

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

COUNTY:

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, CHAIR

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

ATTEST:

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Consideration of request to amend the ARPA grant agreement with Sisters Habitat for Humanity to revise the project's AMI threshold

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-778 amending the grant agreement with Sisters Habitat for Humanity (Document No. 2022-154) to increase the AMI threshold to 80%.

**BACKGROUND AND POLICY IMPLICATIONS:**

Sisters Habitat for Humanity seeks an amendment to its the grant agreement with Sisters Habitat for Humanity (Document No. 2022-154) to increase the Area Median Income (AMI) threshold requirement from 60% to 80%.

In 2021, the Deschutes County Board of Commissioners awarded Sisters Habitat for Humanity an ARPA grant of \$800,000 to purchase lots for its affordable housing project in Sisters Woodlands. At the time, the project was proposed for Sisters families under the 60% AMI threshold. They have since purchased 10 lots and construction is underway.

For the six remaining available homes in this project, Sisters Habitat distributed 131 applications, none of which were returned due to the inability to qualify with lenders at the 60% AMI rate. With their experience in other projects using the 80% rate, Sisters Habitat has not encountered anywhere near the same level of difficulty getting qualified applicants. Sisters Habitat requests increasing the AMI threshold from 60% to 80% in order to reach qualified applicants. This increase is eligible under ARPA guidelines.

**BUDGET IMPACTS:**

None. Amendment 2025-778, attached, applies only a language revision to Exhibit A.

**ATTENDANCE:**

Peter Hoover, Executive Director Sisters Habitat for Humanity  
Laura Skundrick, Management Analyst



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Final Decision: Remand of a Thornburgh Destination Resort Modification

**RECOMMENDED MOTION:**

Motion for approval of Document No. 2025-764, an approval on remand for a Thornburgh Destination Resort Modification File No. 247-25-000229-A.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Board of Commissioners (Board) held a public hearing on May 7, 2025, to consider a remand from the Land Use Board of Appeals for a land use action review to amend the Final Master Plan for the Thornburgh Destination Resort by amending the 2022 Fish and Wildlife Management Plan and imposing limitations on the scope of development and water use allowed by the Thornburgh Destination Resort.

On June 18<sup>th</sup>, the Board deliberated on the matter and voted 2-1 to approve the application. The final decision is due no later than August 5, 2025.

Record items can be viewed and downloaded from the following link:

[bit.ly/0425ThornburghRemand](https://bit.ly/0425ThornburghRemand) (remand ref. 247-25-000229-A, application nos. 247-22-000678-MC, 247-22-000678-A).

**BUDGET IMPACTS:**

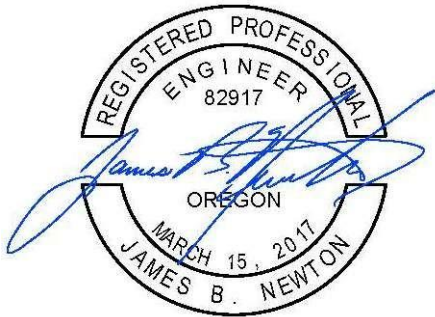
None

**ATTENDANCE:**

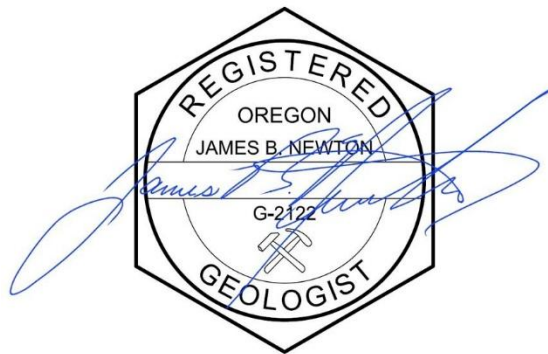
Jacob Ripper, AICP, Principal Planner

# THORNBURGH RESORT FISH AND WILDLIFE MITIGATION PLAN

## ADDENDUM #2 (2022 FWMP) RELATING TO POTENTIAL IMPACTS OF THORNBURGH'S REDUCED GROUND WATER WITHDRAWALS ON FISH HABITAT



Renews: 1/1/2027



Renews: 5/1/2026

*Prepared for:*

Central Land and Cattle Company, LLC  
67525 SW Cline Falls Hwy  
Redmond, Oregon 97756

*Prepared by:*

Cascade Geoengineering, LLC  
21145 Scottsdale Drive  
Bend, Oregon 97701

August 16, 2022  
As reorganized on  
January 31, 2023  
Revised April 4, 2023  
& May 5, 2025

*Project:* Thornburgh Resort

## I. Introduction

This report was prepared by Jim Newton, PE, RG, CWRE, Principal of Cascade Geoengineering ("CGE") on behalf of Central Land and Cattle Company, LLC, owner, and developer of the Thornburgh Resort ("Thornburgh") as an Addendum to the Thornburgh Resort and Wildlife Mitigation Plan regarding potential impacts on fisheries and aquatic habitat and the specific measures to mitigate for any negative impacts. It incorporates elements of and replaces the "Addendum Relating to Potential Impacts of Ground Water Withdrawals on Fish Habitat" dated April 21, 2008 (the "FWMP") developed by Newton Consultants, Inc. ("NCI") and supplements thereto.

The mitigation requirements and enforcement measures are set out in Section II, below. The following section discusses the results of the mitigation measures. The remainder of the document provides background information and scientific analysis based of thermal modeling and analysis by highly qualified experts and an expert analysis of the effects of pumping and mitigation on fish and other wildlife that are dependent on the quality or quantity of Deschutes Basin rivers and streams.

## II. Thornburgh Mitigation: DCC 18.113.070(D) - The No Net Loss/Degradation Standard ("No Net Loss").

The proposed mitigation measures are designed to ensure No Net Loss of habitat quantity or quality and net benefits to the resource and are comprised of four categories including:

- A) Reduce water use and thus reduce impacts on the aquatic habitat (Item 1 below):
  - 1. limit groundwater pumping to a maximum of 1,460 AF annually, which is more than a 30% reduction in originally approved water usage.
- B) Comply with the No Net Loss standard of DCC 18.113.070 (D) (Items 2-5 below):
  - 2. Use 1,211 AF of existing water rights described herein to authorize pumping of groundwater from wells on the Thornburgh property by transfer, cancellation or other permanent mitigation (e.g., mitigation credits).
  - 3. Comply with requirements for Water Right Permits, Certificates, or Transfers of water rights described herein, or others hereinafter acquired. Provide mitigation when needed in advance of pumping as required by OWRD mitigation rules.
  - 4. For additional supply or mitigation over the water rights specifically identified in this plan, use mitigation credits, COID mitigation, BFR surface water, BFR ground water, or any other water source in the Deschutes General Zone of Impact that will discharge water into (or leave it in) the Deschutes or Crooked Rivers or their tributaries, to supply or mitigate for any unmet needs the resort will have. The amount of water needed is the 1,460 AF of total pumping less the amount of water transferred, cancelled, or converted to mitigation credits, and:
  - 5. Thornburgh has provided 1.51 cfs of water in a quantity of no less than 106 AF of mitigation in Whychus Creek from the TSID diversion downstream by funding the completed TSID piping project called for by the 2008 FWMP that completely mitigates all impacts to Whychus Creek. Nothing more is required here.

- C) Provide advance or excess mitigation which is not required to meet DCC 18.113.070(D)(Items 6-7 below).
  - 6. Let unused water rights remain in the groundwater or stream to increase flows and reduce temperatures of the streams in advance of creating impacts except as provided to others for drought relief at Thornburgh's sole discretion.
  - 7. Thin thousands of acres of Juniper forests onsite and on BLM Lands.
- D) Compliance and Reporting measures.
  - 8. Detail what constitutes compliance with this FWMP and what reporting actions are required and who will be entitled to receive them.

#### **Section A:**

##### **1. Limit Pumping To 1,460 AF Annually:**

Groundwater pumping for the resort does not exceed a maximum combined volume of 1,460 AF. This is more than a 30% reduction in the amount of water Thornburgh is currently approved to use. This will dramatically reduce the level of potential impacts, creating less demand and strain on the region's water resources.

#### **Section B:**

##### **2. Use OWRD Water Rights Certificates, Permits & Transfers for Pumping or Mitigation:**

For the purposes of this FWMP ("2022 FWMP") and compliance with DCC 18.113.070(D), it is assumed the certificated water rights in #a-d below will be transferred to and used at the Thornburgh property. Certificate 89259 (#e, below) is being cancelled in-lieu of mitigation for any Thornburgh groundwater permit granted by OWRD. The Temporary Credit from Deschutes River Conservancy (f) have been leased since 2013 and may continue until such time that Thornburgh does not require them, and the Three Sisters Mitigation water (g) has been transferred instream in Whychus Creek.

None of these water rights require additional OWRD mitigation under OWRD's mitigation program. Thornburgh presently owns items a-e which are existing water rights. Rights a-d are being transferred from their original point of appropriation (POA), which would be a groundwater well, or point of diversion (POD), which would be a diversion from surface water, to wells at the Thornburgh property, while e is being cancelled in lieu of mitigation consistent with the Deschutes Basin Groundwater Mitigation rules. Transferring a certificated water right does not require OWRD mitigation, as it eliminates the use of this transferred water right in its former location and allows it to be used, instead, on the Resort's property. Cancelling a right is done as mitigation and results in placing water back in the system by cancelling the legal right to use the water at the original point of appropriation.

While OWRD requires no mitigation for transfers, as they only change the point of appropriation ("POA"), or point of diversion ("POD"), transfers can change the point of impact where the withdrawals will be felt in the stream from one location to the other. The change from where the stream was impacted under the original POA to the points of

impact from the Thornburgh wells is the only element that could affect the No Net Loss standard and compliance with DCC 18.113.070(D). As such, CGE assessed whether changes in the POA would change the location where impacts are felt in the stream, and if so, how and to what degree that change could affect the no net loss standard and compliance with DCC 18.113.070(D).

- a. **Surface Water Certificate 95746 (4/30/1902) and Transfer application T-13857 (LeBeau)**—Thornburgh owns this certificate authorizing the use of 4 acre-feet per acre of irrigated land of surface water from the Little Deschutes River, a tributary of the Deschutes River, to irrigate 50 acres of land, for a total authorized use of 200 AF of water. An application for a permanent transfer, T-13857, has requested the POD of this right currently at River Mile 56 on the Little Deschutes arm of the Deschutes River to be transferred to a POA on wells located at the Thornburgh Resort, located generally west of RM 143, roughly 105<sup>1</sup> river miles from the point on the Deschutes River closest to the Thornburgh Resort. These proposed changes to the certificated water right do not require OWRD mitigation. Pumping has ceased and this water is currently in the river to flow from its point of diversion all the way to Lake Billy Chinook, about 137.7 river miles<sup>2</sup>. See Map 2. The added flow will provide thermal benefits that cool the Little Deschutes arm of the Deschutes River and the Deschutes River throughout those reaches.

Compliance with this certificate occurs as described in Section D Compliance, 1(b) below dealing with surface water.

- b. **Surface Water Certificates 96192 and 96190 (4/13/1967) and Transfer T-12651 to Groundwater POA**—Big Falls Ranch ("BFR") (Deep Canyon Creek Groundwater POA). Applicant currently owns this certificated water that presently authorizes the use of 4 acre-feet of surface water per acre of irrigated lands from Deep Canyon Creek onto of 153.7 acres of land, for a total volume of 614.8 AF of water. This certificated water requires no OWRD mitigation. The POAs of this water are wells located at Big Falls Ranch. Pumping was stopped on 90 acres of this water in September 2021 and the water was assigned to Thornburgh on September 23, 2021. Pumping was stopped on the remaining 63.7 acres in 2022 and a deed conveying this water to Pinnacle Utilities, LLC, was executed on November 30, 2022. (See Exhibit A.) An application has been filed to transfer all 153.7 acres of water to wells at the Thornburgh Resort. Compliance with the FWMP has been achieved.

All 153.7 acres of this water is in the ground at Big Falls Ranch to increase flows of 11 degree C groundwater into the stream reaches affected by the BFR wells that are also impacted by Thornburgh Pumping. This is increased flow of cool groundwater provides thermal benefits cooling the rivers and creeks. While our analysis does not

<sup>1</sup> The Little Deschutes arm, merges into the Deschutes River at RM 192.5 on the Deschutes River. LeBeau POD is at RM 56 on the Little Deschutes arm, which is roughly at the equivalent of Deschutes RM 246.5. The Thornburgh POA is west of Deschutes RM 143. Round Butte Dam is roughly 137.7 miles from the LeBeau POD.

<sup>2</sup> In 2021 Thornburgh this water placed this water instream (lease) to benefit fisheries habitat. In 2022 it was temporarily transferred to North Unit Irrigation District to provide drought relief to farmers.

rely on the flows provided by Deep Canyon Creek to achieve compliance with the No Net Loss standard, changing the mitigation source from 13-degree surface water flows in the creek (2008) to 11 degrees C groundwater flows (2022 FWMP) into areas waterways is clearly beneficial. Also not accounted for is the fact that pumping from Deep Canyon Creek has completely ceased, allowing Deep Canyon Creek to flow to the Deschutes River.

In the alternative, if not approved for transfer, this water right could be cancelled in lieu of mitigation for any groundwater permit or Limited License application to serve the Resort. Cancelling a groundwater certificate leaves the water in the aquifer so it can return to streams and rivers. Lastly, the POA could be returned to a POD in Deep Canyon Creek from where it could be transferred to an instream right with mitigation credits issued groundwater or limited license applications. Also, if this proposed transfer is not approved, and the transfer of the water below in **c.** is approved, Thornburgh will replace this water with more of the BFR groundwater rights that are not Deep Canyon Creek rights. Similarly, if the transfer in **c.** below is not approved, but this transfer is approved, Thornburgh may replace the water in **c.** with this water in **(b)**. As both are being pumped from the same ground wells, there is no effect which certificate is used to appropriate the water. This water can also be cancelled in lieu of mitigation, or it can be transferred to instream use for mitigation of permit G-17036, or the alternate permit. Neither action impacts the efficacy of this plan.

Compliance with this FWMP regarding these certificates appropriated from the ground is completed as described in Section D: Compliance, 1(a).

- c) **Ground Water Certificate 87558 (BFR)** – Applicant currently owns 18.9 AF of this certificate authorizing the appropriation of groundwater from wells located at Big Falls Ranch to irrigate 6.3 acres. A quantity deed conveying this water to Pinnacle Utilities, LLC, was executed on November 30, 2022. An application for transfer has been filed to transfer all 18.9 AF to wells at the Thornburgh Resort. Thornburgh has filed an application to transfer all 18.9 AF to wells at the Thornburgh Resort. This certificated water requires no OWRD mitigation. Leaving this 11 degree C groundwater in the ground at Big Falls Ranch has increased flows in the same manner as the BFR water in (b) above. As noted above it cannot be converted to an instream right the same way surface water rights can although it could be cancelled in lieu of mitigation for any GW permit serving the resort as described in (b) above.

Compliance with this FWMP regarding this certificate appropriated from the ground is completed as described in Section D: Compliance, 1(a).

- d) **Ground Water Certificate 94948 (1/30/1995), Transfer T-13703 (Tree Farm)** – Applicant currently owns roughly 327.5 AF of water authorizing the appropriation of 0.453 cfs Year-Round for Quasi-Municipal. This certificated water right does not require mitigation. A temporary transfer T-13703 was approved by OWRD which changed the POA of this water right from wells located in the Tree Farm subdivision west of Mt. Washington Drive in Bend to wells on the Thornburgh property. It also



changed the Point of Use (POU) from the Tree Farm subdivision to Thornburgh wells. A permanent transfer has also been applied for and is in process. Pumping ceased in 2021 increasing the flow of cold 11 degrees C groundwater into the streams. The Final Order approving this transfer was issued on December 7, 2021. At present it can be used per the transfer order, or in the alternative it could be cancelled in lieu of mitigation for any groundwater permit or Limited License serving the resort.

Compliance with this FWMP regarding this certificate appropriated from the ground is completed as described in Section D: Compliance, 1(a).

- e) **Ground Water Certificate 89259 (3/18/1998)** – Dutch Pacific – Applicant currently owns this certificated water right allowing the use of 3 AF of water to irrigate 16.5 acres or 49.5 acre-feet of ground water pumped from a well in Sisters. This is a certificated water right that doesn't require mitigation. The place of impact from pumping at this location is in Whychus Creek and Indian Ford Creek that flows into Whychus Creek near Sisters. Pumping ceased in 2019 allowing all 49.5 AF of water to remain inground to flow to Indian Ford Creek and into Whychus Creek. It is presently being cancelled in-lieu of mitigation. This 16.5 acres of irrigation (49.5 AF) of cool water will provide thermal benefits to the stream that will cool the creek and mitigate for most all the impacts to Whychus Creek from Thornburgh pumping (see Table 8 above). Leaving this water in the stream is like leaving the 106 AF (f below) of Three Sisters Irrigation District (TSID) water (13 degrees C) in the creek in the same area. The TSID mitigation was shown to cool Whychus Creek from its point of diversion to the Mouth.

Compliance with this FWMP regarding this certificate appropriated from the ground is completed as described in Section D: Compliance, 1(a).

- f) **Temporary Mitigation Credits (DRC)** – 6 acre-feet of temporary mitigation credits from the Deschutes Resource Conservancy have been in place since 2013. For nearly 10 years these credits have increased flow to the Deschutes River in advance of pumping groundwater as mitigation for permit G-17036. Excess mitigation has been accumulating since then, further discussed in Section C page 8 below. Thornburgh may cancel the use of these temporary credits at some point in the future, although that is not required by this plan. They are not considered in the efficacy of this 2022 FWMP in meeting the No Net Loss standard.

Compliance with this FWMP regarding these credits are completed.

- g) **Three Sisters Irrigation District ("TSID") Mitigation Water:** Applicant has already completed the arrangements leaving 106 acre-feet (1.51 cfs) of Whychus Creek irrigation water (surface) permanently in Whychus Creek. This is surface water diverted at the TSID diversion near the town of Sisters. See Map 2, pp., 5. It has been permanently transferred instream at that point and is providing flow and thermal benefits of the cool 13 degrees C surface water to Whychus Creek all the way to the Deschutes River and then downward into Lake Billy Chinook. The TSID mitigation is

1.51 cfs of flow that is left in the creek for a portion of the irrigation season. In low flow years that may only be 90 days. In heavy flow years that may be 150 days or so. Depending on the flow in Whychus Creek, the actual volume of mitigation water from the rights being purchased by Thornburgh could be as high as 200-300 AF, instead of the 106 AF required to mitigate as determined by Yinger 2008. As noted above, the 106 AF need was determined by Yinger who modeled stream impacts using 2,355 AF of water at 100% consumptive use whereas Thornburgh's current plan reduces pumping to 1,460 AF and consumptive use to 882 AF. The TSID water was shown to mitigate for the full impact of 106 AF of stream reduction at Whychus Creek. As noted above, Thornburgh has completed the required arrangements and this TSID mitigation is presently in the creek.

Compliance with this FWMP regarding this certificate is completed.

### **3. Comply w/OWRD Mitigation Rules: Provide Mitigation Before Pumping:**

Mitigation required for any groundwater permit that appropriates water from wells at the Thornburgh property, will be provided prior to pumping water under that permit, as required by OWRD rules. Mitigation, when or if needed, will be provided by either cancellation of water rights in lieu of mitigation, or transferring the existing surface water rights to instream rights. By providing mitigation water from the conversion or transfer of existing water rights, Thornburgh will be restoring natural stream or groundwater flows to the system at or above an area of impact from Thornburgh wells, much of which will occur during the time period when stream flows are typically the lowest and temperatures are warmest.

### **4. For Remaining Water Use BFR, COID, or Other Water Benefitting Deschutes or Crooked Rivers:**

The water rights described in **Section II-2.** above will provide up to 1,217 AF of the resort's total water needs of 1,460 AF leaving at least 243 AF of additional water needed. For any additional water needed over and above the 1,217 AF, Thornburgh will use some combination of: i) BFR surface water (Deep Canyon or Makenzie Canyon); ii) BFR ground water; iii) COID mitigation water or credits; iv) Temporary credits such as the 6 AF from Deschutes River Conservancy ("DRC"), or v) other ground or surface water or credits that discharge water into either the Crooked River or Deschutes River or its tributaries and meet the requirements of the OWRD mitigation program.

Analysis by Cascade Geoengineering, LLC shows: i) using additional BFR water with groundwater points of appropriation will comply with the no net loss standard and have no impact to fish habitat; and ii) the transfer of other groundwater rights that discharge cool groundwater into area streams and rivers will provide thermal benefits to the rivers and streams; and iii) other surface water placed instream above areas of concern will provide thermal mass that will serve to cause cooling during the critical summertime period when stream temperatures are highest and flows the lowest.

**5. Provide 106 AF of Additional Whychus Creek Mitigation (TSID):**

Thornburgh will provide 106 AF of Three Sisters Irrigation District water for additional mitigation in Whychus Creek. This was required by Condition #39 of the FMP approval. Thornburgh has provided documentation evidencing the funding arrangements required, satisfying condition #39. TSID has completed the project and the water is permanently protected in Whychus Creek. This mitigation was previously proven to result in thermal and flow benefits from the TSID diversion above Sisters throughout Whychus Creek. With the extra water from Certificate 89259, flows are further increased, which is expected to lower temperatures further throughout Whychus Creek and in the Deschutes River onward to Lake Billy Chinook.

Collectively, the measures in **1.-5.** above will demonstrate Thornburgh Resort's continual compliance with Deschutes County's No Net Loss standard in DCC 18.113.070(D), specifically as it pertains to impacts to fisheries and aquatic habitat. The measures discussed in **6.-8.** below will provide excess mitigation that provide additional net benefits to the fisheries resources.

**Section C:****6. Leave Water Rights Instream or In the Aquifer Until Needed for Resort Uses:**

Thornburgh intends to pump water only as needed. When not needed, it will allow water to flow in the stream, or leave it in the ground, providing advance benefits for impacts to occur at some point in the future. Advance or excess mitigation accumulates from providing mitigation prior to pumping but also during the transient period before impacts are fully realized in the stream. The CGE memo dated August 12, 2022, discusses the accumulation of excess mitigation. Table 5A of that memo shows that Thornburgh, between now and 2071, will provide "mitigation" benefits of 71,771 AF while reducing streamflow by 47,117 AF. This creates excess "mitigation" benefits of 24,674 AF (or more) or the equivalent of roughly 17 years of full pumping of 1,460 AF. Of that excess mitigation, more than 17,000 AF, or nearly 12 years of full pumping by the resort is provided from groundwater.

During periods of severe water shortage, Thornburgh may work with OWRD as to request usage of excess mitigation water that may be used to benefit farmers in significantly impacted irrigation districts, including the North Unit Irrigation District that supports up to 58,000 acres of farmed land in Jefferson County. Thornburgh will request OWRD concurrence and permission from the County to periodically allow it to use its excess mitigation water to provide drought relief to farmers impacted by water shortages resulting from drought, the Habitat Conservation Plan, or other extraordinary circumstances causing water shortages for farmers. As discussed above, Thornburgh has applied to temporarily transfer 200 AF of water to the North Unit Irrigation District. Under this exception, until the water rights are pumped by Thornburgh or used as mitigation, Thornburgh would like to be allowed to offer free use of its water to farmers severely impacted. Thornburgh does not intend this as a business, rather it is envisioned as an act of goodwill and a benefit to actual farm uses

in the area. Further, any water excesses provided by Thornburgh is purely excess mitigation water that is not needed to mitigate for Thornburgh pumping. As such it will not have a negative impact on fisheries habitat although it could have a very positive impact on farmers. This temporary usage by others may be accomplished by temporary transfers on an annual basis when excess mitigation may be available.

## 7. Thin Juniper Forests Onsite and On BLM Lands.

Thornburgh is thinning substantial areas of Juniper forests both on site and on BLM managed lands. Juniper is a native species that, with an increase in European settlement in Oregon, has increase substantially throughout Oregon. With this increased human settlement, and the associated changes to the environment through agricultural and livestock grazing practices, Juniper is now often seen as invasive by means of a likely 10-fold increase in prevalence that has been shown to reduce water capture, retention, and recharge to the area surrounding these increased stands of Juniper. Studies show a strong correlation between Juniper removal and increased spring discharges with estimates that may be upwards of 1 acre-foot of increased discharge resulting from the removal 4-5 acres of Juniper forests. Over the last 100 years there has been large expansion in the acres covered by Juniper, which may be impacting water levels. Deschutes and Crook Counties are both looking at Juniper removal as a method to benefit water.

Deschutes County has received Federal funding for Juniper removal and is promoting residents to utilize the funding to remove Junipers. Crook County is looking at the construction and operation of a biomass plant to facility the removal of some of the 600,000 acres of Juniper increases since the 1930's. Over the same time, Crook County officials report an estimated reduction in water flow of 160,000 AF. Experts, such as Tim DeBoodt, Crook County Natural Resource Policy Coordinator, report that the reduction of between 4-5 acres of Juniper trees can save, or return 1 AF of water, ideally in the form of increased ground seepage that may result in increases in spring flow. Crook County hopes to reduce Juniper coverage and subsequently increase stream flows and return some of the 160,000 AF that has been lost from Crook River flows.

Thornburgh, as part of its development and wildlife mitigation plans, will thin up to 5,000 acres of Juniper forests, returning the land to the condition of the historic old growth forest that was prevalent in the 1930's.

### **Section D:**

**Compliance:** The purpose of this section is to clarify what constitutes compliance with this updated 2022 FWMP, whether during the review of Resort land use applications, as reported as part of annual monitoring, or for any other purpose. As noted above Thornburgh<sup>3</sup> owns 1,211 AF of water rights to be used for pumping or mitigation and

<sup>3</sup> Pinnacle Utilities, LLC an affiliated company is the Resort's water provider.

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pumping at the point of diversion or appropriation of the certificate has been discontinued. For the reasons discussed herein compliance with this FWMP has been met for rights b-f and, will be met for the TSID water (g) in the manner discussed in this Section, 1b below. For any additional water rights that are acquired compliance will be met as described herein.

1. Compliance with this FWMP will occur differently for water appropriated from a surface water Point of Diversion (POD) versus a groundwater Point of Appropriation (POA) or for a mitigation credit as follows:
  - a. POA – Groundwater: For any future rights that may be acquired, mitigation has been provide and compliance occurs upon; the cessation of pumping of the rights, along with; i) a deed evidencing the transfer of ownership, or, ii) an assignment of the water right to Thornburgh, or, iii) an approval of any of the following: (a) an application that seeks OWRD approval of a transfer to pump at the Resort property, or (b) a cancellation in-lieu of mitigation.
  - b. POD – Surface Water: Once acquired, Compliance occurs upon the cessation of pumping at the source and submittal to OWRD, and OWRD issues a final order (or its equivalent) approving any of the following: (i) an application that transfers to pump at the Resort property, (ii) an application that transfers the water to an in-stream lease, (iii) the cancellation in-lieu of mitigation, or (iv) an application to transfer to obtain mitigation credits, permanent or temporary.
  - c. Mitigation Credit: In the event that Thornburgh acquires mitigation credits, compliance occurs when Thornburgh provides proof of ownership or proof of submittal to OWRD to use the credits as mitigation.

Thornburgh also agrees to the following measures to provide mitigation benefits over and above the benefits achieved by the mandatory measures described above. Noncompliance with these measures shall not, however, be grounds for declining approval of a Resort development permit because these measures are not required to meet any Resort approval criterion, including the no net loss standard:

2. Thornburgh will discontinue the exempt use of all three exempt wells located on the Resort property (referred to as the Kem, Bennet and Price wells) prior to the completion of Phase A-1. Where required for development purposes any of these wells may be physically abandoned and sealed but that is not required for compliance with this FWMP.
3. Discontinue the use of all purchased water rights listed in Section B2 a-e above (Pg. 3-6) until they are used by the Resort as a transferred water right or as mitigation for pumping groundwater for Resort uses. The following exceptions apply: (1) purchased rights may be pumped if necessary to avoid forfeiture; and (2) purchased rights may be transferred for use by farmers, including those in the North Unit Irrigation District or other party if used for farm use purposes as defined by ORS 215.203 (whether in an exclusive farm use zone or otherwise), if OWRD authorizes a

temporary transfer to help address the needs of farmers. Currently, such transfers may be allowed by Executive Order of the Governor declaring a State of Drought Emergency.

4. The Resort has already committed in its FMP to remove and/or thin thousands of acres of Juniper trees from the Resort property and BLM lands to enhance wildlife habitat values. The thinning and removal of Juniper trees can have a dramatic reduction on the consumption of water, potentially saving hundreds of AF of water per year.

**Reporting:** In addition to any reporting required by OWRD pertaining to water use or mitigation, Thornburgh will provide annual reporting (no later than December 31<sup>st</sup> of each year) to Deschutes County, with a copy to ODFW's local field office, of the following information:

1. The status of each of the certificated water rights discussed in Section II-B2, including the status of any transfer or cancellation applications affecting any of those rights.
2. Copies of any annual reporting filed with OWRD.
3. An accounting of the total amount of water pumped under any of the water rights discussed in Section II-B (2) between November 1 – October 31 of the prior year.
4. An accounting of the total amount of a) groundwater left in ground, b) surface water left instream (permanent or temporary), or c) water held as mitigation credits (permanent or temporary) in accordance with this Section D, paragraphs a, b & c.
5. The accounting referred to in #'s 3 and 4 of this section will be maintained both annually, and on a cumulative basis.
6. An accounting of the amount and certificate # of any water provided to farmers for drought relief.
7. The amount and source of any OWRD mitigation used to mitigate for the pumping in #3 of this section.
8. Any change in the status of any of the three exempt wells including whether they have been abandoned to date.
9. Consistent with the 2008 FWMP, no additional reporting is required during the review of any land use application related to the Resort.

### III. 2022 FWMP Results

#### Results of Section II-A: Item 1.

Thornburgh, after listening to the concerns of its neighbors as they pertain to water, has taken dramatic steps to reduce its water footprint. The main point of this 2022 FWMP, is that Thornburgh is voluntarily reducing its water usage from 2,129 AF annually to 1,460 AF annually, a reduction of more than 31%. This reduction reduces every impact that Thornburgh's water usage could create and is the driving principle behind this amended 2022 FWMP.



**Results of Section II-B: Items 2-5.**

Implementation of the elements of this FWMP described in **2.-5.** above and the related OWRD requirements as described herein are expected to result in replacement flow, or mitigation of more than the resorts consumptive use of 882 AF per year at full build-out and to fully mitigate for all impacts to the fisheries resource in accordance with the No Net Loss standard of DCC 18.113.070 (D). At least 1,323 AF (1,211 owned, 6 AF leased and at least 106 AF transferred instream) of this replacement or mitigation water is already owned or leased by Thornburgh, who has ceased pumping all of the water from its original place of appropriation. Where needed Thornburgh has already filed transfers to change the POAs, the PODs, and the places of use of the water rights presently owned. 1,123 AF of this water is already providing the FWMP mitigation called for in this FWMP in advance of pumping.

Thornburgh retained experts to complete and exhaustive analysis of the impacts to stream flow, along with the thermal impacts from Thornburgh's pumping on fisheries habitat and commissioned over 15 technical reports or memo's detailing that analysis. A summary of results includes

- a. Provide a net increase in the discharge of cold ground water via seeps and springs stream flow in the Deschutes River from Crane Prairie reservoir downstream to Culver, including at two spring locations of concern to ODFW above and below the mouth of Whychus Creek,
- b. Provide a net increase in the discharge of cold ground water via seeps and springs in Whychus Creek from Sisters to the mouth, including at important "ODFW" spring locations at Alder Springs and the mouth,
- c. Add cold groundwater discharge versus the 2008 FWMP to the Crooked River, including in important "ODFW" spring areas near Osborne Canyon and Opal Springs,
- d. Increase net flows in the Little Deschutes River from south of LaPine into the Deschutes River,
- e. Increase net flows of the Deschutes River from the confluence with the Little Deschutes onto Lake Billy Chinook,
- f. In most cases reduce net stream temperatures in the Deschutes River<sup>4</sup>,
- g. Increase net flows of Whychus Creek from Sisters to the mouth,
- h. Reduce net stream temperatures of Whychus Creek as noted in "g" above,
- i. Increase habitat quantity in the Little Deschutes River,
- j. Increase habitat quantity and improve habitat quality in virtually all areas of Whychus Creek and the Deschutes River, and:
- k. Reduce the thermal impacts in the Crooked River as compared to the 2008 FWMP to levels immeasurable, including in spring areas noted by ODFW, and not likely to cause a change in the quality or quantity of fish habitat.

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<sup>4</sup> Thornburgh's 2008 mitigation measures estimated an increase in temperature change of 0.00 degrees C at Lower Bridge, 0.10 degrees C at Steelhead Falls, and 0.1 degrees C below the mouth of Whychus Creek. The hearing officer approved these increases which is DEQ's legal threshold for measurable change.

These elements a-k, above are based on steady state conditions, the point in the future when 100% of the impacts from Thornburgh pumping have been realized in the form of streamflow reductions which may not occur for decades into the future after Thornburgh's pumping begins. Measure C below discusses the excess or advance mitigation being provided to the fisheries resource.

### **Results of Section C: Items 6-7.**

Excess Mitigation: The net results described in Section B above assume steady state conditions, the point in time when full pumping is occurring and the reductions in groundwater discharge into the streams are fully realized. As noted above and in the CGE memo, steady state conditions will not occur for as long as 95 years or more.<sup>5</sup> Until then, Thornburgh will provide substantial amounts of excess mitigation, likely resulting in un-required benefits during this timeframe. Assuming it will only take 50 years for steady state conditions to occur, Cascade has calculated that Thornburgh will discharge 71,771 AF of water into the system while creating impacts/withdrawals on the system of 47,117 AF, and excess benefit/discharges of 24,654 AF additional water over impacts in that transient than required. In sum the benefits provided are over 52% greater than the impacts created in the first 50 years of this 2022 FWMP, and equal nearly 17 years of full pumping of 1,460 AF. This situation will be most pronounced (nearly 100% excess) in the early years and gradually narrow as the difference between benefits and impacts narrows until steady state conditions are attained.

Juniper Thinning: As the resort is developed it will both clear and thin Junipers from the Thornburgh lands. It will also thin in conjunction with the BLM, approximately 3,400 acres of Junipers on BLM lands.<sup>6</sup> The benefits to the watershed from Juniper reductions can be substantial and there are concerted efforts to reduce human induced Juniper expansion that has occurred in many areas of the west, including Deschutes and Crook Counties. Many of these efforts are supported and financed by Federal funding. While it is difficult to quantify the exact benefit to the watershed in terms of increased stream flows, the reduction in Juniper coverage has been shown to be positive. When studies show the possibility to save up to 1 AF for every 4-5 acres of Juniper reduction, thinning thousands of acres could provide a significant benefit to nearby stream flows.

A technical report issued by Resource Specialists, Inc. dated January 31, 2023 estimated Thornburgh's removal and thinning of Juniper trees could save as much as 304 AF of water annually from when thinning occurred. See Exhibit B.

<sup>5</sup> The 2004 USGS model estimated impacts of 100% were reached in year 80 after full pumping is begun. It will take at least 15 years, and perhaps 20-25 years until Thornburgh is fully occupied and pumping at those levels.

<sup>6</sup> Thornburgh will thin roughly 3.5 acres of Junipers for every acre of land it develops on the Thornburgh site. At the time of the WMP Thornburgh estimated that about 900 acres would be developed.



**Comparison of Thornburgh's 2008 FWMP vs. the 2022 FWMP.**

All the OWRD mitigation in the prior FWMP was surface water flows benefitting only Whychus creek from Sister to the Deschutes River and the Deschutes River between Bend to Lake Billy Chinook. Of that mitigation water 0% was groundwater (coldest), while 62% (was 13 degrees C) Deep Canyon Creek water, with the remaining 38% being warmer, (26 degrees C) surface water from COLD that provides little thermal benefits. The average temperature of the 2008 mitigation was 18 degrees C. By contrast, this 2022 FWMP is comprised of roughly 84% cold groundwater (11 degrees C), and 200 AF of LeBeau surface water (20.4 degrees C) for an average of 12.5 degrees C<sup>7</sup>.

The current plan, like the 2008 FWMP, leaves cool water in the stream to mitigate for thermal impacts from the reductions of groundwater discharge into the river. The current plan, however, substantially increases the percentage of cool water mitigation from 62% to 84% and provides benefits into the affected streams, including Whychus and Deschutes included in the 2008 FWMP but also the Little Deschutes River, Indian Ford Creek, and the Crooked River that received no benefits in the prior FWMP.

In short, the current plan will increase summertime flows in the critical areas while at the same reducing average stream temperatures. Regardless of where the remaining 243+/- AF (1,460-1,217) of water rights or mitigation comes from this plan has already mitigated for the full impacts to seeps and springs.<sup>8</sup>

**IV. Background and Baseline**

The Thornburgh Resort (the "Resort" or "Thornburgh") will have no direct impact on natural surface waters; there are no such resources on the property and the proposed source of water for the Resort is ground water pumped from wells on the Resort property, to be appropriated under a series of water rights approved by the Oregon Water Resources Department ("OWRD"). Use of ground water by the Resort is expected to indirectly impact flows in the Deschutes River because of a determination of hydraulic connection between surface and ground waters in the Deschutes Basin. This determination was made by OWRD in connection with its evaluation and approval of Thornburgh's original water right authorizing the appropriation of 2,129 acre-feet of ground water for the Resort.

As a result of the determination of hydraulic connection, Thornburgh was required to provide mitigation to offset projected flow reductions in the "zone of impact" identified by OWRD, in this case the "General Zone" of impact, consistent with OWRD's Deschutes Basin Groundwater Mitigation Program.

<sup>7</sup> 206 AF of surface water including the 6 AF of DRC credits. Both plans have an additional 1.51 cfs (at least 106 AF) of cool 13 degree C TSID surface water.

<sup>8</sup> If all 249 AF of additional water was from a surface water source the resulting % of total mitigation comprised of groundwater would be 69.2%, still greater than the 0% of groundwater and 61.7% of cool Deep Canyon water in the 2008 FWMP.

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Separate from this mitigation and, to meet Deschutes County's own No Net Loss standard found at DCC 18.133.070(D), Thornburgh voluntarily agreed to address both flow and water temperature concerns, which was to serve as a component of the mitigation measures for the original FWMP. Those measures are set out in Section V. Mitigation and Enhancement Measures of the FWMP. These and other measures added to the 2008 FWMP during the review of the Final Master Plan ("FMP") were determined to fully mitigate for any negative impacts on habitat and to achieve compliance with DCC 18.113.070(D).<sup>9</sup>

The core component of the 2008 FWMP was adding cooler water to the river upstream of areas that were important for fish habitat. Thornburgh identified Deep Canyon Creek as a source of this cooler water, which had a temperature of approximately 13 degrees C. This water, however, has historically been pumped directly from the creek for irrigation purposes before it reached the Deschutes River. Thornburgh committed to purchasing these water rights and placing them in stream to improve flows and to cool the river.

In 2008, the use of this cool water made up just 62% of the total mitigation promised by the FWMP, but was found sufficient to fully mitigate for 100% of the thermal impacts to the Deschutes River (and to Whychus Creek as well according to Oregon Department of Fish and Wildlife ("ODFW")) attributable to Thornburgh's pumping. Additional impacts of 1.87 cfs<sup>10</sup> to seeps and springs were identified in the 2008 FWMP, which planned mitigation by leaving 1.97 cfs (equal to 105% of the impacts) of the Deep Canyon water in the river upstream of areas identified as critical fish habitat. Additionally, this mitigation was determined by the ODFW to result in a net benefit to fisheries.

Project opponents objected to the 2008 FWMP, claiming that no mitigation was provided to address a slight reduction in groundwater recharge to Lower Whychus Creek. Although Thornburgh and ODFW disagreed that mitigation was needed in this location, Thornburgh volunteered to provide additional mitigation specifically for Whychus Creek by funding a part of a Three Sisters Irrigation District project. The County's hearing officer accepted this offer. The Whychus Creek mitigation was opposed by a project opponent but proven to meet the No Net Loss standard and to provide additional benefits to habitat resources in Whychus Creek. This mitigation project has been completed.

<sup>9</sup> This is a Deschutes County standard only.

<sup>10</sup> The 1.87 cfs of impact was the total amount of impact to all seeps and springs in any location (Deschutes, Whychus, etc.) from Thornburgh pumping 2,129 AF of groundwater.

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## RELATING TO POTENTIAL IMPACTS OF THORNBURGH'S

## REDUCED GROUND WATER WITHDRAWALS ON FISH HABITAT

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**V. Resort Water Supply and OWRD Mitigation****A. Resort Water Needs and Supply**

Thornburgh's water supply is groundwater from the General Zone of the Deschutes Basin Regional Aquifer and is pumped from numerous wells located within the Resort boundaries. This has not changed since the Resort was first approved in 2006. The original plan anticipated 6 groundwater wells would be installed. Presently, there are 8 potential groundwater wells. However, changes to Resort infrastructure may require additional well locations to be added or moved. As was noted from David Newton in a memo dated August 24, 2021, (Exhibit C) the number or specific location of wells within the resort property has no bearing on the mitigation plan or the efficacy of mitigation to offset pumped groundwater from the Resort's property. Any well within the resort property will pump from the same regional aquifer to supply Thornburgh water for a variety of purposes, common among municipal and resort style communities in Central Oregon. Thornburgh uses to be served include domestic and commercial uses, golf course, park and landscape irrigation, reservoir/pond maintenance and fire protection. Collectively, these uses are defined by the OWRD as "quasi-municipal" uses. In 2008, the Resort's water needs at full build out were estimated at 2,129 AF per year, having consumptive use of 1,356 AF, and a maximum withdrawal rate of 9.28 cfs as shown below. As defined by OAR 690-505-0605(2), *"Consumptive use" means the Department's determination of the amount of a ground water appropriation that does not return to surface water flows in the Deschutes Basin due to transpiration, evaporation or movement to another basin.*

**1. Original Water Use Full Resort Build-Out**

| <u>WATER USE</u> | <u>ANNUAL VOLUME</u> | <u>CONSUMPTIVE USE</u> |
|------------------|----------------------|------------------------|
| Golf Courses     | 717 AF               | 645 AF                 |
| Irrigation       | 195 AF               | 117 AF                 |
| Reservoir Maint  | 246 AF               | 206 AF                 |
| Other Q/M        | 971 AF               | 388 AF                 |
| <b>TOTALS</b>    | <b>2,129 AF</b>      | <b>1,356 AF</b>        |
| <b>9.28 CFS.</b> |                      |                        |

Since the approval of the 2008 FWMP, issues regarding the use and conservation of water have become increasingly important to the region. As a result of this growing regional water awareness, Thornburgh has taken focused steps to reduce the Resort's water usage by roughly **one third**. This reduction of water use will be achieved by Thornburgh foregoing its right to develop some water intensive amenities and reducing irrigated landscaping for resort facilities and individual homes. The Resort will also implement the use of improvements in the type and method of fixtures used in Resort buildings. As a result of this Thornburgh is reducing its total water needs from 2,129 AF to 1,460 AF as shown in table 2 below.

The source of Thornburgh water remains groundwater from the regional aquifer to be supplied via groundwater wells located on the Thornburgh property. All the wells Thornburgh will pump from are within the boundaries of the Resort and are pumping from the same regional aquifer,

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the Deschutes Formation Aquifer. The location of wells within the resort has no change to the potential effects of groundwater pumping.

## **2. Reduced Water Use at Full Resort Build-Out**

| <b><u>WATER USE</u></b> | <b><u>ANNUAL VOLUME</u></b> | <b><u>CONSUMPTIVE USE</u></b> |
|-------------------------|-----------------------------|-------------------------------|
| Golf Courses            | 501 AF                      | 451 AF                        |
| Irrigation              | 111 AF                      | 66 AF                         |
| Reservoir Maint         | 51 AF                       | 43 AF                         |
| Other Q/M               | 797 AF                      | 319 AF                        |
| <b>TOTALS</b>           | <b>1,460 AF</b>             | <b>882 AF</b>                 |

## **3. OWRD Alternates to Transferring Thornburgh's Water Rights.**

Thornburgh has numerous applications, permits and other certificated water rights, as listed below for use as part of the Resort's water plans that may be used for consumptive water or mitigation water purposes. In addition to transferring certificated water rights to the Thornburgh property, alternatively, they can be used to mitigate for pumping of groundwater reported under any groundwater permits, or Limited License. OWRD mitigation must be in the form of legally protected water for instream use which can be accomplished in different ways acceptable to OWRD, including: i) transferring existing surface water rights for irrigation use into protected instream use; and ii) voluntary cancellation of either surface or groundwater permits in lieu of mitigation. Each method results in the full amount of pumped water allowed under the certificate to be protected permanently instream. OAR Chapter 690, Division 505 (the Deschutes Basin Groundwater Mitigation Program). Thornburgh can use a surface water certificate either way but can only cancel groundwater certificates "in-lieu" to create OWRD mitigation. Regardless of the methodology for meeting the mitigation obligation, the result is similar: the authority to pump water in one location ceases and allows water to be pumped from wells at the Thornburgh property. Mitigation is discussed in detail below.

Using the certificated rights for mitigation by either cancelling the right in-lieu or transferring it instream provides at least equal benefits to streamflow and temperature as transferring the water to the Thornburgh property. Either method of providing OWRD mitigation will provide sufficient benefits to fish habitat such that there is no net loss or degradation of the resource.

## **4. Groundwater Permits, GW, and LL Applications:**

- a. Ground Water Permit G-17036** – This permit authorizes up to 9.2 cfs and 2,129 AF for Quasi-Municipal uses including irrigation of golf courses, homes and commercial areas, and maintenance of reservoirs. Period of use is Year-Round except for the seasonal limits placed on irrigation use by the permit. The rate and volume are further limited by the corresponding mitigation provided. The maximum volume for irrigation of 320 acres of golf courses shall not exceed 717 AF annually. The amount of golf course irrigation specifically under this right is limited to a diversion of 2.24 AF for each acre irrigated during the irrigation season of each year. The amount of water allowed to be used for

reservoirs under this permit is 246 AF. The fully developed Mitigation Obligation for this right is 1,356 AF annually, to be provided within the General Zone of Impact. Mitigation is to be provided prior to each stage of development under the permit.

In 2013, Thornburgh posted 3.6 acre-feet of mitigation credits as the initial mitigation and the permit was issued. Due to unforeseen delays, Thornburgh was required to apply for an extension of the permit, which was granted in 2018 with OWRD issuing a Proposed Final Order and Final Order granting approval. Ms. Gould subsequently filed suit against OWRD at the Oregon Court of Appeals. OWRD withdrew its final order and sent the approval (as noted in the Proposed Final Order (PFO)) to a contested case hearing. On July 26, 2022, OWRD issued a superseding proposed final order proposing denial of the extension, but the permit remains non-cancelled (valid) as of the date of this 2022 FWMP. Thornburgh has protested this PFO and is seeking a contested case hearing.

Permit G-17036 is the first permit Thornburgh acquired. Due to litigation opposing the permit and the lengthy delays involved at OWRD, Thornburgh developed alternatives to pump groundwater from the Resort's wells with little reliance on this or other OWRD groundwater and limited license permits, or applications as described below.

**b. Ground Water Permit Application G-19139 (pending)** – This permit application was for the use of 9.28 cfs of year-round Quasi-Municipal water having the same limitations and mitigation requirements as permit G-17036. It was filed at the suggestion of OWRD staff as a potential replacement to permit G-17036 pending the contested case by Ms. Gould. The POA of this application is 8 wells located on the Thornburgh property. The application is pending. If not approved, Thornburgh will file a petition for judicial review.

**c. Limited License Application LL-1879** -- This limited license application was for the use of 4.5 cfs of year-round water. The application was filed to provide preliminary use of some of the water permitted by G-17036 pending the resolution of the contested case on the extension. OWRD denied the application, and Pinnacle has filed a petition for judicial review in Deschutes County Circuit Court. If the limited license is approved, this will require mitigation for the life of the limited license, which can be done more informally than is required for permanent permits or certificates.

**d. Limited License Application LL-1917 (pending)** – This limited license application was for the use of 0.453 cfs of year-round water. The amount requested is the same amount of water as will be transferred under the authority of T-13703. It was filed as an alternative to the use of the water in T-13703, as a challenge to the transfer is reviewed by the court system. The application is pending. If approved, this will require mitigation for the life of the limited license, which can be done more informally than required for permanent permits or certificates.

The source of water pumped from groundwater wells located at Thornburgh is the regional aquifer residing under the Resort and throughout much of Central Oregon. The source and method of supply—or the impacts generated from withdrawal of water—does not change based

upon which permit, or certificate(s) Thornburgh reports its groundwater pumping under (i.e., a transferred right, permit G-17036, or an alternate permit or certificate). OWRD rules and regulations govern the withdrawal of water from the aquifer regardless of permit or certificate number, and the impacts to that aquifer are the same regardless of the legal mechanism for withdrawal of the resource.

## **B. OWRD Mitigation Requirements for New Groundwater Permits**

Mitigation is required for new ground water permits in the Deschutes Basin under ORS 390.835 and related administrative rules in OAR 690-505-0500 *et seq.* This does not apply to certificated water rights that have been fully developed and need no further mitigation. The OWRD mitigation rules were adopted in response to a comprehensive study of ground water resources in the Deschutes Basin conducted by the United States Geological Survey ("USGS") and OWRD. (*Ground Water Hydrology of the Upper Deschutes Basin, Oregon*, USGS Water Resources Investigation Report 00-4162, 2001.) The study demonstrates hydraulic connection between the regional groundwater aquifer and surface water within the Deschutes Ground Water Study Area as shown on Figure 1.

Under OWRD rules, all new ground water uses within the USGS study area are presumed to be in hydraulic connection with the Deschutes River system. The rules require mitigation to offset the impact of ground water pumping on surface water flows. In reviewing applications for new ground water rights, OWRD determines the total quantity of water to be diverted from groundwater and the amount of "consumptive use" associated with the proposed new use. The amount of mitigation required – or "mitigation obligation" – is equal to the annual amount of consumptive use.

In addition to specifying the quantity of mitigation water required to offset consumptive use, OWRD identifies the "zone of impact" or location within the surface water system in which the impact of a proposed ground water use is expected to occur. Mitigation for any new groundwater permit used by Thornburgh is required in the "General Zone of Impact" which allows mitigation water to be obtained from any source in the Deschutes Basin above the Madras gage, located below Lake Billy Chinook. The broad geographic scope of the General Zone reflects findings in the USGS Study that most ground water within the basin flows toward the confluence area of the Crooked and Deschutes Rivers and discharges into the river and tributaries in an area just above Lake Billy Chinook.

Initially, OWRD determined the consumptive use, and mitigation obligation of permit G-17036 to be 851.6 AF (40%, of 2,129 AF). Water Watch protested that determination and Thornburgh voluntarily agreed to increase the consumptive use of individual elements of the permit which raised the overall mitigation requirement to 1,356 AF. The application for the replacement permit, permit application G-19139 uses the same consumptive use rates applied by OWRD because of the settlement. Under OWRD rules, mitigation for new groundwater permits must be provided in advance for the full amount of water to be pumped under the new permit for each phase of development.



*FISH AND WILDLIFE MITIGATION PLAN - ADDENDUM #2 (2022 FWMP)**RELATING TO POTENTIAL IMPACTS OF THORNBURGH'S**REDUCED GROUND WATER WITHDRAWALS ON FISH HABITAT**August 16, 2022 (As reorganized on January 31, 2023; Revised April 4, 2023 & May 5, 2025)***C. Thornburgh OWRD Mitigation Plan**

Applicants proposing municipal or quasi-municipal water use have the option of providing mitigation in incremental units tied to specified phases of development; however, the mitigation obligation for each phase of development must be provided in full before water use may begin for that phase. Thornburgh submitted several versions of its "Incremental Mitigation Plan" ("IMP") to OWRD as allowed by OWRD rules. Changes to the IMP may occur in the future without need for amending this plan. The IMP describes the proposed timing for meeting the mitigation obligation for Permit G-17036, developing the 2,129 AF of water uses and mitigation over several phases extending out to 2035.

Because of extensive and protracted litigation and challenges to land use and water permit and transfer applications and the delays in processing the contested case on the extension of the permit, Thornburgh developed extensive additional water resources as noted in Section B above, that can be used to comply with the No Net Loss standard. Thornburgh completed funding for the TSID mitigation that has been determined to fully mitigate for groundwater reductions projected to occur to Whychus Creek based on the water use studied by Mark Yinger that overstated the water use of the Resort. This mitigation has already been provided by TSID and is described in B.6. above.

At this point it is unclear how much water will be pumped from G-17036 or any alternate "NEW" groundwater or limited license permit.<sup>11</sup> What is clear, however, is that the Resort has agreed to reduce its water use from 2,129 AF with a consumptive use of 1,356 AF to 1,460 AF with a consumptive use of approximately 882<sup>12</sup> AF. More importantly, this FWMP has accounted for the maximum amount of pumping that could occur of 1,460 AF and is providing mitigation that meets or exceeds the no net loss standard. Thornburgh will be required to provide mitigation for this amount of water when due, which is before pumping consumptive water for an approved resort use. Thornburgh's maximum water use is capped to 1,460 AF, which is less than 1/100<sup>th</sup> of 1% of all current water use (approximately 750,000 AF) in the Deschutes Basin.

The certificated, fully mitigated water rights above, except for the Dutch Pacific water rights, have been or are being transferred to the Thornburgh wells. The transfers will change the place of appropriation and use. The first of these, Transfer T-13703, was approved transferring 327.5 AF of quasi-municipal water from a well in west Bend to the Thornburgh wells. The total amount of the planned transfers, including T-13703, if approved, is 1,161 AF. In the alternative the 1,161 AF of certificated water rights could be cancelled (both the groundwater and surface water rights) or transferred instream (just the surface water rights) for mitigation credits. All this water would comply with the OWRD mitigation rules if used in that manner.<sup>13</sup> Certificate 89259 (2. E. above) for 49.5 AF is being cancelled in lieu of mitigation. When all the transfers or cancellations are

<sup>11</sup> It is unnecessary to determine this at this time as the source of water must remain the same, the Deschutes Regional aquifer. DCC 18.113.070(K). However, the mitigation for impacts to habitat based upon withdrawal from that source are the subject of this document.

<sup>12</sup> Applying OWRD standard practice of 40% to QM permits would result in consumptive use of 584 AF. This plan provides mitigation far more than that amount.

<sup>13</sup> As the basic premise of the mitigation program was to halt expansion of water use in the Deschutes basin, it cannot allow for expansion of use and must instead be permanently instream.

done, Thornburgh will need to obtain a relatively small amount of additional water rights to transfer to its property or to use as mitigation. Because of the efficacy of the present plans, most critically is the fact that the 1,217 AF<sup>14</sup> already mitigates for 119% (w/out the TSID or 198% with it) of the impacts to springs and seeps<sup>15</sup>, and that the source of remaining water coming from within the General Zone of Impact will not create an adverse impact on the fisheries habitat.

Of the certificated water rights described above, Thornburgh owns 1,211 AF<sup>16</sup> that at the time of this report it is not pumping. 200 AF of that is surface water that is not being pumped from the river south of LaPine while 1,011 AF remains in the aquifer to flow to the streams, including the Deschutes River, Whychus Creek, and the Crooked River to increase flows and provide thermal benefits, long before the resort creates any impacts on the stream. This "advance" or "excess mitigation" accumulates for years until the impacts are fully felt in the stream. As is discussed in more detail below this excess mitigation accumulates to a substantial amount.<sup>17</sup>

#### **D. Groundwater Withdrawals and Quality Mitigation**

In other resort approvals, OWRD mitigation only<sup>18</sup> was accepted as providing the entire mitigation needed to meet this standard for fish habitat. In the case of Thornburgh Resort, this standard has been redefined to require "water quality" mitigation. This was required despite the fact that all groundwater pumping in the Deschutes Basin affects groundwater discharges which impact stream flows. OWRD mitigation, by design, increases streamflow by either increasing groundwater discharge into the stream (groundwater mitigation) or by leaving water in the stream (surface water mitigation) which typically has the benefit of reducing river and creek temperatures.

Increasing streamflow is the main purpose of the OWRD mitigation program. It is also a primary purpose of many of the basin's environmental actions and restoration programs. NCI noted this in the 2015-2017 remand of the FMP relating to TSID mitigation for Whychus Creek. Flow volumes in the upper Deschutes River are an important component of the current Habitat Conservation Plan for the Oregon Spotted Frog. Flow volume guarantees set to protect the frog have created substantial impacts on the operation of the basin's irrigation districts and a tremendous burden on some of farmers within the basin, including North Unit Irrigation District.

Opponents of Thornburgh have typically focused on groundwater as it relates to its ability to affect streamflow, particularly the thermal conditions or "quality" of the remaining flow resulting from groundwater pumping. More specifically, opponents have focused on the location of the impacts to the area below Lower Bridge on the Deschutes River and lower Whychus Creek.

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<sup>14</sup> Including the DRC credit.

<sup>15</sup> This is regardless of how the water is used. The analysis of the ratio of cool water mitigation is provided below.

<sup>16</sup> The 937 AF currently left instream presently does not include the 106 AF of TSID water in Whychus Creek currently flowing from the TSID diversion to the mouth of the creek and into the Deschutes River.

<sup>17</sup> Thornburgh may allow farmers affected by the Habitat Conservation Plan and/or drought conditions to use some portion of water it doesn't currently need to authorize pumping on a temporary basis. When providing water for farm drought relief, that portion of Thornburgh's water will not be instream.

<sup>18</sup> Meaning standard mitigation credits issued in conjunction with the Deschutes Groundwater Mitigation program.



However, these areas are where discharge of significant amounts of cold groundwater discharge into the Deschutes River, Crooked River and Whychus Creek, dramatically lowering stream temperatures and resulting in improved water quality.

In the original FWMP, groundwater withdrawals were mitigated for by providing surface water in the Deschutes River and its Deep Canyon Creek and Whychus Creek tributaries. In the case of the Deep Canyon Creek mitigation, surface water mitigation was justified in the 2008 FWMP because the creek itself is spring fed. While it is true that this water is cool, the surface water is heated (from approximately 11 degrees to 13 degrees) as it flows down the creek prior to discharge into the Deschutes River. In 2008, Tetra Tech's Mass Balance Analysis<sup>19</sup> reported minor thermal impacts (temperature increases) may occur in the Deschutes River. With Thornburgh's 2008 mitigation measures, Tetra Tech's analysis estimated a temperature change of 0.00 degrees C at Lower Bridge, 0.10 degrees C at Steelhead Falls, and 0.1 degrees C below the mouth of Whychus Creek. Even though there was an 0.1 degree C increase in temperature (impact) in the critical fish habitat at Steelhead Falls and below Whychus Creek, the mitigation plan was approved as meeting the No Net Loss standard.

In the case of Whychus Creek, project opponents argued that slight groundwater withdrawals that occurred in both the upper and lower parts of the Creek impacted lower Whychus Creek. Opponents claimed it to be an area of critical fish habitat because it receives substantial cold groundwater discharges from the regional aquifer. The 2008 hearings officer expressed concerns about the creek during the peak summertime temperatures. While Thornburgh disagreed that mitigation was needed for Whychus Creek, it offered a solution to increase flows with the use of surface water. The solution was to leave 106 AF of cool mountain water in the creek from a point south of Sisters that would otherwise be pumped by TSID. The use of this TSID mitigation was challenged by a single project opponent. It was, however, approved because it was shown to achieve compliance with the No Net Loss standard based on an analysis of the impact of TSID mitigation water on temperatures in lower Whychus Creek. This mitigation also provides substantial additional thermal benefits to the middle and upper parts of the creek that were not even considered to meet the standard due to the limited scope of the review on remand. The NCI memo from October 2017 shows the maximum thermal impacts to lower Whychus Creek without mitigation, during the peak summertime temperatures and the creek at its lowest flow, to be 0.0042 degrees C. This 4/1,000<sup>th</sup> of a degree is far less than what can be measured using technology available today. **With** the TSID surface water mitigation, the temperature was **lowered** in Whychus Creek (lowered by approximately 0.001 or 1/1,000<sup>th</sup> of a degree, again in an amount too small to be measured)<sup>20</sup>. Three Sisters Irrigation District has completed the project, and Thornburgh has fulfilled its agreement to provide this the water which is now instream.

While Yinger 2008 noted roughly 13% of the flow reduction impacts would be felt in the Crooked River, neither Yinger nor ODFW voiced concerns about thermal impacts there. This may be

<sup>19</sup> Tetra Tech overstated impacts by allocating 100% of the impacts of 1,356 AF consumption into the Deschutes River which was not accurate. Yinger 2008 report stated lower % impacts, and when corrected the result is lower thermal impact.

<sup>20</sup> Since the amounts cannot be measured, they cannot be verified and are simply theoretical. As such, whether positive or negative they are considered as no change.

because of the large groundwater discharges in the area and the fact that the temperatures of the groundwater discharging into the Crooked River at Opal Springs and Osborne are warmer (between 11.6 and 13.7 degrees C<sup>21</sup>) than the discharges noted into the Deschutes or Whychus (around 11 degrees C). **See Exhibit 6, OWRD Spring Temp.** Still, to better understand any thermal impacts to the Crooked River from Thornburgh pumping, Newton undertook mass balance analysis of the 2008 mitigation plans comparing that to the current 2022 plans.

In the CGE memo dated August 12, 2022, impacts to the Crooked River were analyzed based on the Yinger 2008 report using both the 2008 FWMP mitigation and Thornburgh's current plans. Both scenarios used the OWRD temp data, Yinger 2008 impacts, and recorded flows at Opal Springs and Osborne. The 2008 FWMP had no Crooked River mitigation. All mitigation was Deschutes River and Whychus Creek surface water mitigation. The 2008 plan resulted in very slight temperature increases of between 0.0001 to 0.0017 degrees C. The 2022 plan used the same inputs but included mitigation that came from the cessation of pumping BFR groundwater, some of which impacts the Crooked River. As a result, the 2022 plan results in even smaller temperature increases, ranging from between 0.0000 to 0.0004 degrees C. Although the 2008 FWMP allows more than 4 times the thermal impacts of this 2022 Plan, the thermal impacts range from between ZERO to 4/10,000<sup>ths</sup> of a degree C. None of these amounts can be measured and as such are considered as no change scientifically. They have been described as having no impact on fish habitat<sup>22</sup>. Subsequent analysis was done by Four Peaks and Newton to detail the impacts on the Crooked River. The resulting thermal impacts are 0.00 degrees C at both Opal Springs and Osborne Canyon. In both cases, the resulting benefits are too small to physically measure.

#### **E. Fish Habitat Potentially Affected by Ground Water Use**

During the consultation process in 2008, ODFW identified two specific concerns with respect to potential impacts of ground water pumping on fish habitat: First, the potential for flow reduction due to hydraulic connection that could impact flows necessary for fish and wildlife resources in the Deschutes River system; and second, the potential for an increase in water temperature as a result of flow reductions from ground water pumping. In preparation for this 2022 FWMP Thornburgh discussed the changes with ODFW to understand what areas would currently be of concern. While the area from Lower Bridge to Lake Billy Chinook on the Deschutes is still important, other areas were also of concern. This included flow limitations on the Deschutes River from Bend to Lower Bridge, on Whychus Creek from Camp Polk Road upstream to Sisters, and in Indian Ford Creek, that empties into Whychus Creek. This plan takes those areas into account.

In the 2008 process, ODFW identified six species of fish that could potentially be impacted: Redband Trout, Bull Trout, Brown Trout, Mountain Whitefish, Summer Steelhead and Spring Chinook. While relevant to consider, more important is the habitat itself. In *Gould v. Deschutes County*, 233 Or App 623, 227 P3d 758 (2010) the Oregon Court of Appeals found that the no net loss standard refers to habitat, stating:

<sup>21</sup> As recorded by OWRD staff and noted in Exhibit 6.

<sup>22</sup> Tetra Tech in their 2017 report, page 8, cited the EPA 2003 report which noted that temperature changes less than 0.25 degrees C were of no consequence to fish.

“Thus, the context of DCC 18.113.070(D) strongly suggests that “fish and wildlife resources” refers not to species of fish and wildlife, but to the habitat that supports fish and wildlife. In light of that context, we conclude that DCC 18.113.070(D) allows a focus on fish and wildlife habitat to establish that “[a]ny negative impact on fish and wildlife resources will be completely mitigated so that there is no net loss or net degradation of the resource.” That standard may be satisfied by a plan that will completely mitigate any negative impact on the habitat that supports fish and wildlife, without showing that each individual species will be maintained or replaced on a one-to-one basis.”

In its consultation with Thornburgh regarding these issues, ODFW recognized that the OWRD groundwater mitigation program was specifically designed to identify and mitigate for the impacts of flow reduction because of new groundwater pumping in the basin. Although the OWRD rules and USGS study on which the rules are based do not directly address temperature issues, ODFW also recognized that with the flow replacement required under OWRD rules the potential impact to temperature because of the Thornburgh project – or any similar individual project – is expected to be negligible. However, ODFW expressed a concern about the potential for cumulative impacts from on-going groundwater development in the basin, over time. Although cumulative impacts may be a concern, Thornburgh does not need to mitigate for the impacts of others in order to achieve compliance with the No Net Loss/Degradation standard. That standard is based solely on impacts created by Thornburgh’s pumping which were acknowledged to be negligible in 2008.

In early correspondence on this issue, ODFW identified concerns about potential impacts on cold water springs and seeps in the Whychus Creek sub-basin because of Thornburgh’s groundwater use. Following consultations with OWRD staff and the Department of Environmental Quality and their own internal review, ODFW determined the type of habitat potentially affected by the Resort in Whychus Creek would be classified, for purposes of commenting on the Resort’s FMP application, as Habitat Category 2. This conclusion was based on ODFW’s determination that temperature impacts to stream flow, if present, can be mitigated with appropriate actions. As used in the ODFW Mitigation Policy, “Habitat Category 2” describes essential habitat for a fish or wildlife species. Mitigation goals for this category of habitat, standards that do not apply to the County’s review of the FWMP, are no net loss of either habitat quantity or quality and to provide a **net benefit** of habitat quantity or quality. OAR 635-415-0025(2). ODFW reviewed the 2008 FWMP and determined that it would, without placing TSID mitigation water in Whychus Creek, offer a net benefit for fish habitat. Nonetheless, TSID mitigation water was required by the County’s hearings officer. This led to legal challenges from Annunziata Gould who claimed the mitigation water was “hot water” that would harm fish habitat in lower Whychus Creek. Ms. Gould also argued on appeal of the FMP and 2008 FWMP, without success, that temperature impacts (of .1 degree C) to the Deschutes River violated the no net loss standard.

As a result of the Gould challenges, NCI undertook extensive mass balance analysis in 2015-2017 of the impacts on Whychus Creek *without* mitigation that showed maximum thermal impacts of 0.004 degrees C in Whychus Creek under the peak summertime temperatures and the lowest summertime flows. It also provided an analysis of the TSID mitigation. The analysis showed that keeping water instream in upper Whychus Creek offsets the thermal impact of groundwater

pumping by the resort and slightly reduces the temperature of water in lower Whychus Creek, more than 15 miles downstream<sup>23</sup>. The NCI studies resulted in affirmance of the FWMP because it demonstrated compliance with the no net loss standard.

The principle illustrated by the results of the 2015-2017 studies – that increasing the flow of rivers and streams upstream by not diverting for irrigation use both increases volume and lowers temperatures downstream – is also adopted in this 2022 FWMP. From the point that surface water withdrawals cease and aren't being pumped from surface water and from the point where previously pumped groundwater no longer being pumped is discharged into rivers and streams, increasing flows reduce thermal impacts, which in turn lowers stream temperatures from that point of discharge on downstream.

## VII. CONCLUSION

DCC 18.113.070.D requires that any negative impact on fish and wildlife resources be completely mitigated so that there is no net loss or net degradation of the resource. This Addendum to the Thornburgh Wildlife Mitigation Plan, referred to as the 2022 FWMP, amends the 2008 FWMP (as it was updated) and addresses potential impacts to fishery resources because of ground water pumping and identifies specific mitigation measures. The potential for loss of habitat due to reduced surface water flows was quantified in connection with the OWRD review of Thornburgh's application for a water right permit. Under OWRD rules, Thornburgh is required to fully mitigate for consumptive use associated with Resort development. Consumptive use represents the amount of water not otherwise returned to the Deschutes River system after initial appropriation or diversion. The OWRD mitigation program is based on estimates of impact and modeling, the program is specifically intended to replace stream flows lost due to groundwater use.

The 2008 FWMP was developed in consultation with ODFW to address two specific areas of concern regarding the potential for negative impacts: the potential for a loss of habitat due to reduced surface water flows in the impacted areas, and the potential for loss of habitat due to increased temperature from reduced stream flow or loss of inflow from springs. As part of the development of this plan, discussions with ODFW took place to understand the current priorities to ODFW to protect species and related habitat. While the area of the Deschutes River from Lower Bridge to Lake Billy Chinook remained important to ODFW, other issues presented concerns to the agency. ODFW expressed concern with limited flows of the Deschutes River between Bend and the Lower Bridge area, and of Whychus Creek between Sisters and Camp Polk Road and in Indian Ford Creek. Also important to ODFW was the distance in the stream the mitigation change will improve, as longer stream reaches are better.

As described above this 2022 FWMP has numerous sources providing benefits and mitigation, several that provide benefits over a significant distance, including areas of concern to ODFW. For example: 1) the LeBeau water increases flow in the Deschutes River for 137.7 miles; 2) The Tree Farm water is cold groundwater discharges that increase flows in the Deschutes River from Bend downstream through the stretch of concern to ODFW and onto the lake; 3) The Dutch Pacific

<sup>23</sup> The TSID mitigation reduced temperatures slightly throughout Whychus Creek starting from the TSID diversion where the water was left in stream.

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*RELATING TO POTENTIAL IMPACTS OF THORNBURGH'S**REDUCED GROUND WATER WITHDRAWALS ON FISH HABITAT**August 16, 2022 (As reorganized on January 31, 2023; Revised April 4, 2023 & May 5, 2025)*

water is benefitting Indian Ford Creek and Whychus Creek around Sisters to the mouth; 4) TSID water adds cool surface water above Sisters to the mouth of Whychus Creek at the Deschutes River. All of these sources increase flows that add to the thermal mass which in turn reduces temperatures in their respective stream and river reaches, ultimately providing benefits down to Lake Billy Chinook.

The potential for an increase in stream temperature resulting in a negative impact to fish and wildlife resources was also evaluated. Regarding Whychus Creek, the TSID water was shown to fully mitigate any potential peak temperature impact and lower the stream temperatures in not only Lower Whychus Creek, but throughout Whychus Creek to the mouth, which includes the area of concern to ODFW. Increasing the groundwater discharges from the Dutch Pacific water will further increase the reduction in temperature and the thermal benefits being provided to Whychus Creek.

Regarding the Deschutes River, the 2008 FWMP increased flows between Bend and Lake Billy Chinook by adding warmer surface water in Bend and cooler surface water from Lower Bridge to Lake Billy Chinook. These additions resulted in temperature change of 0 degrees C above Lower Bridge down towards Steelhead Falls, and an increase in the temperature of 0.1 degrees C at Steelhead Falls to below Whychus Creek. Even with those slight increases in temperature providing cool water mitigation equal to 105% of the impacts to seeps and springs fully mitigated for any reduction in groundwater. Increasing the percentage of benefits to seeps and springs coming from cool water sources (includes groundwater, Deep Canyon Water, TSID water) to 195% presently from 155% in the 2008 FWMP naturally provides far greater benefits than previously approved.

In developing recommendations for this plan, it was clear any potential change in stream temperature attributable to Thornburgh's proposed ground water use under steady state conditions, whether positive or negative, would be at levels not measurable with available equipment and technology. Although the changes being discussed will, in almost all cases, result in an increase in stream flows and a reduction in stream temperatures, they are not significant enough to result in any quantifiable negative impact to fish habitat at any time. However, the massive influx of excess flows provided during the transient period will further increase stream flows and further lower temperatures in all the affected reaches for decades into the future as the actual impacts to stream flows gradually increase from Thornburgh's groundwater pumping until steady state conditions are attained.

By committing to fully utilize the water sources as described herein, and to comply with the conditions of this 2022 FWMP, any potential negative impacts to fish habitat resources because of the Thornburgh Resort development will be completely mitigated such that there is no net loss or degradation of habitat quantity or quality. In fact, it will likely provide a slight net benefit when steady state conditions are achieved many decades from now. During the transient period, Thornburgh will provide significant additional benefits to the quantity and quality of fish and aquatic habitat. As such this 2022 FWMP will exceed the no net loss/degradation standard set by DCC 18.113.070(D).

31-Dec-24

| THORNBURGH MITIGATION REPORT |                   |                  |                       | #1 Status: Pumping, Deed, Transfer |                           |                          | #3             |                  | #4A               | #4B               | #4C & 7                       | #6                | #5A - Annual Benefit    |                               | #5B - Cumm. Benefit |                           | #8                   |
|------------------------------|-------------------|------------------|-----------------------|------------------------------------|---------------------------|--------------------------|----------------|------------------|-------------------|-------------------|-------------------------------|-------------------|-------------------------|-------------------------------|---------------------|---------------------------|----------------------|
| #                            | Water Right       | Cert or Permit # | Acre-Feet Certificate | Pumping Stopped                    | Deed, Order or Assignment | Transfer #, Status, Date | Gallons Pumped | Acre-Feet Pumped | AF left in Ground | AF left in Stream | AF OWRD Mitigation or Credits | AF Drought Relief | Ann Benefit (Acre-Feet) | Ann Benefit (Million Gallons) | Benefit (Acre-Feet) | Benefit (Million Gallons) | Status: Exempt Wells |
| 1                            | Tree Farm         | G-13965          | 327.5                 | 2021                               | 2021                      | TT-13703, FO 2021        | -              | -                | 327.5             | -                 | -                             | -                 | 327.5                   | 106.72                        | 654.2               | 213.30                    |                      |
| 2                            | Big Falls Ground  | C-87758          | 18.9                  | 2022                               | 2022                      | TT-14074: Pending        | -              | -                | 18.9              | -                 | -                             | -                 | 18.9                    | 6.16                          | 37.8                | 12.32                     |                      |
| 3                            | Big Falls DC Grnd | C-96190/2        | 614.8                 | 2021/2022                          | 2021/2022                 | TT-14075: Pending        | -              | -                | 614.8             | -                 | -                             | -                 | 614.8                   | 200.33                        | 1,229.6             | 400.67                    |                      |
| 4                            | Dutch Pacific     | C-89258          | 49.5                  | 2019                               | 2019                      |                          | -              | -                | 49.5              | -                 | -                             | -                 | 49.5                    | 16.13                         | 99.0                | 32.26                     |                      |
| 5                            | LeBeau Surface    | C-90239          | 200.0                 | 2021                               | 2021                      | IL-1975, FO 2024         | -              | -                | -                 | 124.7             | 75.3                          | -                 | 200.0                   | 65.17                         | 400.0               | 130.34                    |                      |
| 6                            | TSID Mitigation   |                  | 106.0                 |                                    | 2012                      | Complete 2012            | -              | -                | -                 | 106.0             |                               | -                 | 106.0                   | 34.54                         | 1,366.0             | 445.11                    |                      |
| 7                            | DRC Mit Credits   |                  | 6.0                   |                                    | 2013                      | Temp Credits (TC)        | -              | -                | -                 |                   | 6.0                           | -                 | 6.0                     | 1.96                          | 72.0                | 23.46                     |                      |
| 8                            | Pinnacle Permit   | G-17036          | 2,129.0               |                                    |                           | Mit provided # 5 & 7     | -              | -                | -                 | -                 | -                             | -                 | -                       | -                             | -                   | -                         |                      |
|                              | <b>Total</b>      |                  | <b>3,452</b>          |                                    |                           |                          | -              | -                | <b>1,011</b>      | <b>231</b>        | <b>81</b>                     | -                 | <b>1,323</b>            | <b>431.00</b>                 | <b>3,859</b>        | <b>1,257.46</b>           |                      |

31-Dec-24

| THORNBURGH MITIGATION REPORT |                   |                  |                       | #1 Status: Pumping, Deed, Transfer |                           |                          | #3             |                  | #4A               | #4B               | #4C & 7                       | #6                | #5A - Annual Benefit    |                               | #5B - Cumm. Benefit |                   | #8                   |
|------------------------------|-------------------|------------------|-----------------------|------------------------------------|---------------------------|--------------------------|----------------|------------------|-------------------|-------------------|-------------------------------|-------------------|-------------------------|-------------------------------|---------------------|-------------------|----------------------|
| #                            | Water Right       | Cert or Permit # | Acre-Feet Certificate | Pumping Stopped                    | Deed, Order or Assignment | Transfer #, Status, Date | Gallons Pumped | Acre-Feet Pumped | AF left in Ground | AF left in Stream | AF OWRD Mitigation or Credits | AF Drought Relief | Ann Benefit (Acre-Feet) | Ann Benefit (Million Gallons) | Benefit (Acre-Feet) | Benefit (Gallons) | Status: Exempt Wells |
| 1                            | Tree Farm         | G-13965          | 327.5                 | 2021                               | 2021                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 2                            | Big Falls Ground  | C-87758          | 18.9                  | 2022                               | 2022                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 3                            | Big Falls DC Grnd | C-96190/2        | 614.8                 | 2021/2022                          | 2021/2022                 |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 4                            | Dutch Pacific     | C-89258          | 49.5                  | 2019                               | 2019                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 5                            | LeBeau Surface    | C-90239          | 200.0                 | 2021                               | 2021                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 6                            | TSID Mitigation   |                  | 106.0                 |                                    | 2012                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 7                            | DRC Mit Credits   |                  | 6.0                   |                                    | 2013                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 8                            | Pinnacle Permit   | G-17036          | 2,129.0               |                                    |                           |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
|                              | <b>Total</b>      |                  | <b>3,452</b>          |                                    |                           |                          | -              | -                | -                 | -                 | -                             | -                 | -                       | -                             | -                   | -                 |                      |

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DECISION OF THE DESCHUTES COUNTY BOARD OF COUNTY COMMISSIONERS****File Number:** 247-25-000229-A; 247-22-000678-A**Subject Property:** The entirety of the Thornburgh Destination Resort located at:

| Address                                   | Deschutes Co. Assessor Map & Tax Lot Number |
|-------------------------------------------|---------------------------------------------|
| 11800 Eagle Crest Blvd, Redmond, OR 97756 | 15-12-00, TL 5000                           |
| 11810 Eagle Crest Blvd, Redmond, OR 97756 | 15-12-00, TL 5001                           |
| 11820 Eagle Crest Blvd, Redmond, OR 97756 | 15-12-00, TL 5002                           |
| 67205 Cline Falls Rd, Redmond, OR 97756   | 15-12-00, TL 7700                           |
| 67705 Cline Falls Rd, Redmond, OR 97756   | 15-12-00, TL 7701                           |
| 67555 Cline Falls Rd, Redmond, OR 97756   | 15-12-00, TL 7800                           |
| 67525 Cline Falls Rd, Redmond, OR 97756   | 15-12-00, TL 7801*                          |
| 67545 Cline Falls Rd, Redmond, OR 97756   | 15-12-00, TL 7900                           |
| 67400 Barr Rd, Redmond, OR 97756          | 15-12-00, TL 8000**                         |

\* A portion of this tax lot is not included in the FMP.

\*\* Portions of this tax lot are not included in the FMP.

**Owners/Applicants:** Central Land & Cattle Company, LLC,  
Kameron DeLashmutt,  
Pinnacle Utilities, LLC (collectively "Applicant")

**Applicant's Attorneys:** J. Kenneth Katzaroff – Schwabe Williamson & Wyatt

**Staff Contact:** Jacob Ripper, AICP, Principal Planner – Deschutes County

**Record:** The official record was maintained by Deschutes County and accessible online through a project-specific website at:

[bit.ly/0425ThornburghRemand](https://bit.ly/0425ThornburghRemand)



**Proposal:**

This remand decision (“Decision”) addresses three issues remanded by the Land Use Board of Appeals (“LUBA”) as they relate to the Applicant’s 2022 application to modify an aspect of its final master plan (“FMP”) approval, namely the mitigation measures found in its 2008 Fish and Wildlife Mitigation Plan (“FWMP”). Applicant also seeks to modify FMP conditions to reflect that change and ensure compliance with the new 2022 FWMP. The proposal is referred to as the “Application.”

**I. Applicable Criteria**

Deschutes County Code (“DCC”)

Title 18, Deschutes County Zoning Ordinance:

Chapter 18.113, Destination Resorts Zone

Title 22, Deschutes County Development Procedures Ordinance:

Chapter 22.04, Introduction & Definitions

Chapter 22.08, General Provisions

Chapter 22.20, Review of Land Use Action Procedures

Chapter 22.28, Land Use Action Decisions

Chapter 22.36, Limitation on Approvals

**II. Basic Findings**

As described below (see Resort Land Use History), the Thornburgh Destination Resort (“Thornburgh” or the “Resort”) has been litigated for nearly 20 years. During that time period, the Board of County Commissioners (“Board”) has heard numerous appeals related to the Resort.

This proceeding occurred as a remand to our 2023 decision, as directed by LUBA. LUBA, followed by the Court of Appeals, upheld much of our 2023 decision but remanded the Application to us to address three specific issues as follows:

Issue 1: Additional findings to explain why the submittal of the 2022 Fish and Wildlife Management Plan (FWMP) to the Oregon Water Resources Department is sufficient to satisfy the “no net loss” standard with respect to groundwater sources for fish habitat mitigation.

Issue 2: Additional findings on the required economic analysis under DCC 18.113.070(C)(3) and (4) based on LUBA’s determination that the FWMP was a substantial change.

Issue 3: Findings to address the Treaty with the Tribes of Middle Oregon, dated June 25, 1855 (the “Treaty”).

This Decision specifically incorporates and readopts our previous decision (the “2023 Decision”) and is controlling except where inconsistent with this Decision or as directed by LUBA.



## **A. Lot of Record**

The Subject Property has been verified as a legal lot(s) of record in previous land use decisions including the Board's 2006 decision approving the Resort's CMP.

## **B. Location and Site Description**

The Thornburgh Destination Resort ("Thornburgh" or "Resort") is generally comprised of a large tract of land +/- 1,970 acres in size and includes several tax lots as identified above. The Subject Property is approximately 3 miles west-southwest of the City of Redmond. The Subject Property includes variable topography, native vegetation, rock outcroppings and ridge tops. The Subject Property is largely undeveloped land at this time. However, the Applicant has started construction of access roads, other infrastructure improvements (i.e., community water system, community sewer system, etc.), and a golf course pursuant to final land use approvals. In addition, the Applicant has applied for and been issued building permits for utility facilities with additional permits pending. The southeastern corner of the Subject Property is bisected by Cline Falls Road; Barr Road bisects the southwest corner of the Resort tract.

## **C. Resort Land Use History**

Our 2023 decision adequately summarizes the Resort's prior land use history. Since our last decision, the Applicant has sought and been granted several extensions to third-stage applications.

## **D. Public Agency Comments**

The only agency comments received during the remand were from the Oregon Department of Fish & Wildlife ("ODFW"). These comments were general in nature and re-iterated ODFW's previous position. We do not find some of ODFW's comments persuasive given the evidence provided by the Applicant. Other ODFW comments are outside the scope of the Remand.

## **E. Public Comments, Testimony, and Record Submissions**

As with any Thornburgh application, robust public participation occurred throughout the review of the Application. Among other participating parties, the Confederated Tribes of the Warm Springs Reservation ("Tribe")<sup>1</sup> presented testimony. We address the Tribe's arguments under Remand Issue 3.

## **F. Review Period and Procedure**

On January 12, 2024, the Land Use Board of Appeals (LUBA) issued a Final Opinion and Order remanding the County's decision for further review (ref. LUBA Nos. 2023-038, 2023-039, 2023-041). On May 1, 2024, the Oregon Court of Appeals reversed and remanded to LUBA for further review on petition of The Confederated Tribes of the Warm Springs Reservation of Oregon (A183421

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<sup>1</sup> The Confederated Tribes of the Warm Springs Reservation refer to themselves as the "Tribe" and so we do the same.  
Board of County Commissioners Decision, Document No. 2025-764  
File No. 247-25-000229-A

(Control)). On February 25, 2025, LUBA remanded to the County again for the County to make findings regarding the Treaty with the Tribes of Middle Oregon, dated June 25, 1855.

Applicant initiated the remand on April 7, 2025, and requested that the Board reopen the record for the limited purpose of addressing Remand Issue 2. On April 10, 2025, the Tribe submitted a letter requesting that the Board reopen the record to address all issues. On April 11, 2025, Thornburgh stated that as the Applicant, it was requesting that the record be reopened only to address the single evidentiary question presented under Remand Issue 2. On April 16, 2025, the Board issued an order that reopened the record to address Remand Issue 2. We exercised our discretion to limit new evidence to that relating to Remand Issue 2.

A public hearing was held on Wednesday, May 7, 2025. Several parties, including the Tribe, and Ms. Jennifer Bragar (attorney representing Ms. Gould, Mr. Bishop, and Mr. Lipscomb (for convenience, we refer to these parties collectively as "Bragar")), Central Oregon LandWatch ("COLW"), and members of the public objected to the limitation in scope of new evidence and claimed that the review procedures were overly restrictive. In particular, commentators requested that the Tribe be able to submit additional evidence outside the scope of Remand Issue 2 and requested that members of the public that had not participated in the previous proceeding be able to provide testimony in the remand proceedings. Some argued that the Notice of Public Hearing was insufficient or confusing because it stated that testimony could be received on all remand issues however the reopening of the evidentiary record was limited to Remand Issue 2. We find no merit in these claims. Our decision in this regard was limited and guided by the Deschutes County Code.

Under DCC 22.34.030.A, only those persons who were parties to the previous proceedings before the County are entitled to participate. This Board therefore formally rejects oral and written comments submitted by persons who were not parties to the previous proceedings and order such comments stricken from the record.

With respect to COLW's claims that the hearing notice was insufficient because it did not list a time, that argument lacks factual support as the Notice clearly states that the hearing will take place at 9:00 a.m. on May 7, 2025.

DCC 22.34.040.A grants this Board discretion to reopen the record when it deems appropriate. This Board finds that, in order to adequately address the issues on remand, it was appropriate to limit reopening the record for new evidence on Remand Issue 2, consistent with our order issued on April 16, 2025. We are unpersuaded by the arguments that we are *required* to reopen the record to address the additional remand issues. We conclude that the parties had a full and fair opportunity to provide evidence on these issues in the previous proceedings. The parties either failed to do so or specifically chose not to fully engage in our previous decision's process. Like project applicants, project opponents that have legitimate concerns regarding a particular application must present evidence and testimony to support their position at the appropriate point in the process. The Oregon land use system adheres to long standing principles and case law regarding waiver and law of the case. All parties would do well to remember these principles.

## G. Summary of Application

The Applicant seeks to replace the 2008 FWMP document with an updated 2022 FWMP.<sup>2</sup> In response to LUBA's remand, the Applicant proposes to make certain redline changes to the 2022 FWMP (as described below) to address Remand Issue 1. Those changes are shown as follows:

Section D-1(a) is revised as follows:

- a. POA - Groundwater: For any future rights that may be acquired, compliance occurs upon the:
  1. cessation of pumping of the rights, along with any of the following:
  2. a deed evidencing the transfer of ownership, or;
  3. an assignment of the water right to Thornburgh, or;
  4. ~~an~~ approval from ~~OWRD of any~~ either of the following:
    - i. ~~(i) an assignment of the water right to Thornburgh~~, an application that seeks OWRD approval of a transfer to pump at the Resort property, or
    - ii. ~~(iii)~~ (ii) a cancellation in-lieu of mitigation.

For convenience, the Board accepts the final form of the 2022 FWMP as **Exhibit A**. The Board maintains the conditions of approval in the original decision which were not challenged on appeal.

The Board accepts the Applicant's additional proposed condition of approval, that if the Applicant proposes any new changes to fish mitigation water—i.e. that provided by the FWMP are sought—then the applicant shall submit a new modification application which shall be processed in the same manner as this proceeding.

Additionally, for clarification and ease, the Board accepts the Applicant's proposed template to report mitigation, which is included as **Exhibit B**.

The Board accepts the Applicant's updated economic analysis which shows that the Resort will provide substantial economic benefit to the County throughout the life of the project.

## III. Findings & Conclusions

LUBA substantially upheld the Board's previous decision on appeal but remanded on three specific issues. We address those issues in this Decision. This Decision supplements our original 2023 decision. Where a conflict exists between this Decision and our 2023 decision, this Decision controls.

### A. DCC 18.113.070 Approval Criteria

Under DCC 18.113.070, approval of a destination resort application requires the Planning Director or Hearings Body to find from substantial evidence in the record that:

...

<sup>2</sup> The 2008 FWMP is comprised of two documents, the April 21, 2008 Fish and Wildlife Mitigation Plan Addendum Relating to Potential Impacts of Ground Water Withdrawals on Fish Habitat and the August 11, 2008 letter from attorney Martha Pagel committing to take certain actions related to Whyhous Creek.

D. Any negative impact on fish and wildlife resources will be completely mitigated so that there is no net loss or net degradation of the resource.

The Board finds that the Application meets the No Net Loss Standard in DCC 18.128.070(D).

Thornburgh provided substantial technical analysis and reports that we find persuasive. Included in the technical analysis was a comprehensive summary of the impacts on fish habitat by Lucius Caldwell, PhD, FP-C, who concluded: *"In conclusion, the findings presented above indicate that the combination of planned groundwater pumping at Thornburgh Resort, and the associated mitigation planned to offset this pumping as described in the 2022 Fish and Wildlife Mitigation Plan (NCI 2008; Newton 2022), appear to be a net benefit for both fish habitat quantity and quality at all sites evaluated and would result in no net loss of fish habitat quantity or quality."* The Board finds that statement, while not determinative in the outcome of this case, is relevant and persuasive. Appellant Gould, ODFW, the Tribe, and others raised concerns regarding conformance with this standard, but the Board weighed the competing evidence and finds the Applicant's experts provided more persuasive evidence and testimony. For these reasons, the Board finds this criterion will be met.

1. Interpreting the Scope of the No Net Loss Provision

The Court of Appeals previously interpreted the scope of the No Net Loss Standard. *See Gould v. Deschutes County*, 233 Or App 623, 633 (2010). That decision found that the standard "may be satisfied by a plan that will completely mitigate any impact on the habitat that supports fish and wildlife, without showing that each individual species will be maintained or replaced on a one-to-one basis."<sup>3</sup>

As it relates to that standard, the 2008 FWMP was found to meet the No Net Loss Standard despite showing temperature increases in certain stretches of the Deschutes River of up to an increase of 0.1 degree C, with an average increase in temperature of 0.07-degree C<sup>4</sup>. Here, the evidence provided by Thornburgh through technical data, modeling, and reports, shows that Thornburgh's 2022 FWMP increases flows and decreases temperature by an average of (0.01 degree C), which improves fisheries habitat quality and quantity.<sup>5</sup> Extensive technical analysis was completed on the Deschutes River, the Crooked River and Whychus Creek, that included: i) complete modeling of surface water flows resulting from changes to groundwater discharge in the 2022 FWMP using the USGS GSFlow model, ii) detailed analysis of the thermal impacts resulting from the changes in flow using the QUAL2Kw model, iii) analysis of changes in flow and temperature, employing both GSFlow and QUAL2Kw in 7 specific spring locations requested by ODFW, iv) further detailed thermal modeling of specific locations around springs in Whychus Creek, v) an analysis of the effects on fish habitat in each of 3 water ways, followed by a Comprehensive Summary of the 2022 FWMP as it

<sup>3</sup> The Board notes that the Tribe argues that its Treaty consideration requires a species-by-species analysis. Our job is not to adjudicate the Treaty but to make findings related to our code and the Treaty, which is address in further detail under Remand Issue 3.

<sup>4</sup> In contrast, Thornburgh's 2022 FWMP results in reduced temperatures.

<sup>5</sup> The modeled negative impacts are so small as to be immeasurable and of no biological significance and are far less than the 0.1 degree increase that was previously determined to meet the standard when it approved the 2008 FWMP.

Board of County Commissioners Decision, Document No. 2025-764

pertains to fish habitat. In addition to his conclusions on the entire plan quoted above, Dr. Caldwell assessed the individual streams reaching the following conclusions on each:

Deschutes River: *"Overall, the combined effects of planned groundwater pumping and mitigation appear to be a net benefit for both habitat quantity and quality within the Deschutes River, throughout the vast majority of the irrigation season."*

Crooked River: *"Overall, the combined effects of planned groundwater pumping and mitigation appear to vary seasonally within the Crooked River. During the spring and fall, a net impact is expected for fish habitat quantity and a net benefit for fish habitat quality. During the summer, a net benefit is expected for fish habitat quantity and a net impact for fish habitat quality."*

Whychus Creek: *"Overall, the combined effects of planned groundwater pumping and mitigation appear to be a net benefit for both fish habitat quantity and quality within Whychus Creek, throughout the vast majority of the irrigation season."*

Little Deschutes River: *Overall, the effects of planned groundwater pumping and mitigation appear to be one of a habitat quantity benefit throughout the irrigation season, and variable, very small impacts or benefits to habitat quality that vary throughout the irrigation season.*

Dr. Caldwell's report was submitted during the open record period. No party submitted a scientific response prepared by a biologist during rebuttal to rebut Dr. Caldwell's report. No party provided persuasive evidence to rebut his findings.

According to the science and technical reports, we find there is no scientific or biological significance in the projected impacts<sup>6</sup> under the 2022 FWMP and, as a whole, the plan provides benefits to habitat for fish and aquatic species. Therefore, we find that the 2022 FWMP, as adjusted related to compliance measures related to future groundwater rights, meets the No Net Loss Standard of DCC 18.113.070(D).

## **Remand Issue #1: Compliance and Reporting Provisions for Future Groundwater**

### **A. COMPLIANCE PROVISIONS:**

Petitioner Bishop argued at LUBA that the 2022 FWMP groundwater rights compliance provisions for future rights are inadequate to support a conclusion that the 2022 FWMP will result in no net loss to fish habitat. The compliance provisions in the FWMP for a Point of Diversion (POA) for groundwater right found in Section D – 1(a) say:

POA - Groundwater: For any future rights that may be acquired, compliance occurs upon the cessation of pumping of the rights and along with any of the following: deed evidencing the transfer of ownership, a submittal to OWRD of any of the following: (i) an assignment of the

<sup>6</sup> Substantial evidence shows that virtually all flow and temperature changes, while mostly beneficial, are too small to measure with equipment currently available. Even ODFW notes that impacts to the Crooked River, for example, are "noise."

water right to Thornburgh, (ii) an application that seeks OWRD approval of a transfer to pump at the Resort property, or (iii) a cancellation in-lieu of mitigation. **Rec. 77, FWMP.**

LUBA agreed with Bishop and remanded the compliance section of the FWMP stating:

We agree with Bishop that the county's findings are inadequate to explain why submittal to OWRD is sufficient to satisfy the no net loss standard with respect to groundwater sources for fish habitat mitigation.

The county has failed to explain how simple submittal of an application to OWRD permits the county to rely on those OWRD processes.

Thornburgh has not pointed to any evidence supporting a conclusion that ground water right certificate ownership, cessation of pumping, and OWRD submittal is sufficient to ensure fish mitigation water will be provided as assumed in the 2022 FWMP.

**See LUBA Pg. 64-65.**

On remand, Applicant agreed the compliance provisions in Section D-1(a) pertaining to any future groundwater purchase that may be made allowing for a “simple submittal” of an application to OWRD<sup>7</sup> would not ensure continual compliance with the No Net Loss standard. A simple submittal to OWRD of an application to transfer, or a cancellation in lieu may not work because the submittal itself would not ensure the Applicant owned or controlled the water right. For example, Thornburgh could agree to buy a future water right, get the owner to stop pumping from it, and file an application to transfer the rights to Thornburgh. Those steps do not prohibit the seller from beginning pumping anew under that permit, at least until the transfer was approved.

Because of that potential loophole, Applicant proposed changing Section D-1(a) of the FWMP addressing future groundwater rights purchases to reorder the flow of the document. Instead of only requiring “submittal” of an application to OWRD where applicable, this Section now requires “approval” of the application as follows:

- b. POA - Groundwater: For any future rights that may be acquired, compliance occurs upon the:
  - 1. cessation of pumping of the rights, along with any of the following:
  - 2. a deed evidencing the transfer of ownership, or;
  - 3. an assignment of the water right to Thornburgh, or;
  - 4. ~~an submittal~~ **approval from** to OWRD of any **either** of the following:
    - i. ~~(i) an assignment of the water right to Thornburgh~~, an application that seeks OWRD approval of a transfer to pump at the Resort property, or
    - ii. ~~(iii)~~ **(ii)** a cancellation in-lieu of mitigation.

<sup>7</sup> As shown above this does not apply to the existing groundwater rights as Applicant already provided pumping records, photos, and affidavits of use to solidify reliability of prior use. **See LUBA Pg. 50.** Put more simply, no party previously challenged that the existing rights listed in the 2022 FWMP were compliant and the compliance provisions only pertained to *future* water rights.

The Board finds that this revision addresses LUBA's concerns and will ensure compliance with the FWMP language for groundwater permits acquired in the future, ensuring their ownership and control and ensuring that the water is left in the aquifer.<sup>8</sup> It is important to note that future groundwater permits are not needed to comply with the 2022 FWMP because the existing rights in the FWMP already meet the standard, being found to fully mitigate (with the listed surface water rights) all impacts of Thornburgh's pumping up to the maximum of 1,460 acre-feet (AF).

The Applicant anticipates that the resort may use future groundwater rights to meet additional supply needs (not FWMP mitigation) to pump up to the full amount of 1,460 AF (if that amount is required). If the Applicant chooses to change any of the listed groundwater rights and use anything other than the listed groundwater rights for FWMP mitigation, that change will require a new public process. A condition of approval is included in this Decision to that effect. Any such modification must be permitted as a modification to the FMP and will be processed in the same manner as the modification approved in this Decision.

### Findings and Response to Compliance Comments:

**Argument:** Opponents and the Tribes object to the proposed change, claiming that it reduces the efficacy of the plan, stating:

Applicant's 2025 FWMP submittal on remand to re-write its mitigation plan disrupts LUBA's reasoning as to multiple challenges. **Bragar 1: May 21, Pg. 11.** And:

Applicant may not amend the 2022 FWMP because it would "substantially alter the proposal" and have "significantly greater impact" on the Tribe. And: Applicant seeks to remove even the submittal of an application to OWRD as a necessary component to comply with the No Net Loss standard. **Tribes May 21, Pg. 6.**

**Finding:** We are not persuaded by these comments because they overlook the plain language of the 2022 FWMP that states, "along with any of the following" shown in blue below. This included options for submittal to OWRD but did not require approval in any instance. Because of this, and for the reasons noted above, the revision required in this Decision strengthens the FWMP by requiring OWRD approval instead of a simple submittal.

The language highlighted in blue states: **along with any of the following**... meaning compliance requires pumping must cease, and then provide any of the following items from the list that included;

- i) a deed evidencing transfer of ownership,
- ii) submittal to OWRD of **any of the following**:
  - a) an assignment of the water right,
  - b) of an application to transfer to the resort, or
  - c) a cancellation in lieu.

<sup>8</sup> Reporting requirements also ensure that the water remains for fish mitigation. The Board adopts the template submitted by Applicant for such reporting.

Because there was no coordinating conjunction, Bragar disagreed with what the language says, and instead urged us to rewrite the language of the compliance measures, stating:

The 2022 FWMP compliance provision stated, "[c]ompliance occurs upon the cessation of pumping of the rights and along with any of the following: deed evidencing the transfer of ownership, **a submittal to OWRD of any of the following**: (i) an assignment of the water right to Thornburgh, (ii) an application that seeks OWRD approval of a transfer to pump at the resort property, **or** (iii) a cancellation in-lieu of mitigation." CR-77.

The 2022 FWMP could not have meant what Applicant DeLashmutt wants it to have meant. The 2022 FWMP did not use a coordinating conjunction such as "or" that would connect the two clauses "deed evidencing the transfer of ownership" and "a submittal to OWRD" indicating that they would be independent from one another. The only time this compliance provision used a coordinating conjunction was in the clearly separate list relating to which OWRD submittal would be made as highlighted in green above. **Bragar 1 – Pg. 13.**

Applicant responded that Bragar's interpretation would rewrite the clear language in a manner that effectively eliminates the actual words, **along with any of the following**, and would add words that do not appear such as: any **combination** of the following, any **group** of the following or, any **couple** of the following. That is not what the language says. The FWMP simply says, along with **any** of the following.

The Board agrees with the Applicant and accepts its interpretation of its own FWMP document.

**Argument:** The Tribe argued the FWMP may not be modified to require the additional measures requested by Applicant. In the Tribe's view, DCC 22.34.040(B) only permits modification if it would not substantially alter or impact surrounding neighbors. The Tribe argued that the update is "even less protective of fish resources."

**Finding:** The Tribe's argument is not persuasive. It does not adequately explain how revising the requirement from a simple submittal to an approval is less protective. The Board finds that the revised requirement will increase protective measures. As a result, we find there will not be no greater "impacts" resulting from the stricter requirement. We find that the proposed modification does not effectuate a substantial change.

That the Applicant proposes a change to require OWRD approval for future groundwater purchases does not change the underlying use of water, or the fact that the existing water rights in the 2022 FWMP were found to provide a net benefit to habitat quantity and quality without any benefits provided by future groundwater purchases. Future water rights are not required for FWMP mitigation but may be sources the Applicant may pursue use to allow it to pump the full amount of 1,460 acre-feet. The entirety of the FWMP groundwater mitigation is already being provided by the existing groundwater rights. The Board finds that the change does not result in greater impacts, and that the Applicant is not modifying the FWMP by suggesting the Board add a condition of approval responsive to the LUBA remand.



The BOCC has previously considered the scope of the term “surrounding” in this proceeding and determined that it does not relate to all water users within the basin. It is a much smaller geographical boundary and relates only to adjacent properties. This is a settled issue.

**B. REPORTING REQUIREMENTS STRENGTHENED.**

Regarding Applicant’s reporting procedures, LUBA found:

Thornburgh does not argue that the reporting requirements in the 2022 FWMP are sufficient to demonstrate no net loss, and we do not see that they are. The required report might show that the quantities and quality of water assumed in the 2022 FWMP have been provided, or it might not. **See LUBA Pg. 64.**

To the extent Applicant did not argue the reporting in the 2022 FWMP was sufficient to demonstrate no net loss, it did so in this remand (See Thornburgh letter May 28, Pg. 10 & 11). Applicant has also requested we include a condition of approval in this Decision to require the reporting be completed on the specific form below. When filled out, the completed form will show whether and in what amounts, and exactly what water has been provided to meet the No Net Loss standard.

| 31-Dec-24                    |                   |                  |                       |                                    |                           |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
|------------------------------|-------------------|------------------|-----------------------|------------------------------------|---------------------------|--------------------------|----------------|------------------|-------------------|-------------------|-------------------------------|-------------------|-------------------------|-------------------------------|---------------------|-------------------|----------------------|
| THORNBURGH MITIGATION REPORT |                   |                  |                       | #1 Status: Pumping, Deed, Transfer |                           |                          | #3             |                  | #4A               | #4B               | #4C & 7                       | #6                | #5A - Annual Benefit    |                               | #5B - Cumm. Benefit |                   | #8                   |
| #                            | Water Right       | Cert or Permit # | Acre-Feet Certificate | Pumping Stopped                    | Deed, Order or Assignment | Transfer #, Status, Date | Gallons Pumped | Acre-Feet Pumped | AF left in Ground | AF left in Stream | AF OWRD Mitigation or Credits | AF Drought Relief | Ann Benefit (Acre-Feet) | Ann Benefit (Million Gallons) | Benefit (Acre-Feet) | Benefit (Gallons) | Status: Exempt Wells |
| 1                            | Tree Farm         | G-13965          | 327.5                 | 2021                               | 2021                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 2                            | Big Falls Ground  | C-87758          | 18.9                  | 2022                               | 2022                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 3                            | Big Falls DC Grnd | C-96190/2        | 614.8                 | 2021/2022                          | 2021/2022                 |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 4                            | Dutch Pacific     | C-89258          | 49.5                  | 2019                               | 2019                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 5                            | LeBeau Surface    | C-90239          | 200.0                 | 2021                               | 2021                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 6                            | TSID Mitigation   |                  | 106.0                 |                                    |                           |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 7                            | DRC Mit Credits   |                  | 6.0                   |                                    | 2013                      |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| 8                            | Pinnacle Permit   | G-17036          | 2,129.0               |                                    |                           |                          |                |                  |                   |                   |                               |                   |                         |                               |                     |                   |                      |
| Total                        |                   |                  | 3,452                 |                                    |                           |                          | -              | -                | -                 | -                 | -                             | -                 | -                       | -                             | -                   | -                 |                      |

The report shows the amount of water pumped in both gallons and acre-feet (#3), the acre-feet of water left in the aquifer (4A), in stream (4B), and; the acre-feet provided in mitigation credits. It also shows the annual benefits derived from #4 - #3 in acre-feet and gallons (#5A), and the cumulative benefits for AF and gallons as well (5B).

The Board finds that, with the Applicant’s requested change and clarification, the resultant reporting will show whether, and to what extent the quantities and quality of water assumed in the 2022 FWMP have been provided. We find that, by including this requirement as a condition of approval, this is sufficient to provide adequate reporting and to meet the No Net Loss Standard of DCC 18.113.070(D).

**C. Response to Comments Related to Water or Plan Efficacy.**

**Argument:** The use of any such authorized water for mitigation must mean that the water is permanently protected from other water use to mitigate the proposed resort's own impacts. This has been amply described by Petitioner Gould in the record and her water rights counsel, Mr. Anuta, as well as by ODFW. **Bragar 1, Pg. 12.**

**Finding:** This claim was made in the original proceeding and was denied. It was then made in front of LUBA, who noted:

Petitioners argued to the county that the only acceptable method to ensure fish habitat mitigation water to meet the no net loss standard is transferring the water rights to instream water rights. That is because other methods allow junior users to pick up and use the water.

**See LUBA Pg. 46.**

LUBA denied the issue on appeal. It is settled and barred from being raised again. It is also outside the scope of the remand. Nevertheless, we find there is substantial evidence in the record that disputes this claim including:

1. Average annual recharge to the ground water systems in the upper basin is estimated by the United States Geological Survey (USGS) to be about 2.7 million acre-feet. This is the equivalent of 3,800 cubic feet per second or 2,45 billion gallons per day. **See Rec. 13095**
2. Annual withdrawals from the aquifer are only about 45,000 AF (**Rec. 1037, Phil Chang article**) which logically calls into question why anyone would grab it when it was already there.
3. Grabbing water would be illegal and a violation of a water rights permit (**Rec. 745**), and;
4. The watermaster has not regulated any groundwater or surface water rights off which means enough water exists for all water rights (not storage), even the junior holders. **See LUBA Pg. 47.**

The Board finds this issue is settled and is outside the scope of the remand and is devoid of factual and legal merit.

**Argument:** "ODFW clearly describes the biological implications that would occur if actual water does not actually remain to support fish and wildlife habitat, for example, if the full certificated right were not available." **See Bragar-1, Pg. 11.**

LUBA noted:

ODFW argued to the county that the water rights Thornburgh listed and relied upon in the 2022 FWMP were not sufficiently reliable to meet the no net loss standard because the record did not demonstrate that the full amount of water under the water rights listed in the 2022 FWMP and relied upon for Thornburgh's modeling "have been consistently used in full in the recent past." Record 1827.

And:

The county rejected that argument and found that "Thornburgh has provided substantial evidence of pumping records, aerial photos, [and] affidavits of use for individual water rights

that indicate substantial use and that rights will provide actual benefits to impacted waterways." Record 30. **See LUBA Pg. 50.**

The Board finds that this issue is settled and barred by *Beck v. City of Tillamook*, 313 Or 148 (1992)(*"Beck"*). It is also outside the scope of this remand.

## **Remand Issue #2: Updated Economic Analysis**

### **A. OVERVIEW OF ISSUE AND ECONOMIC ANALYSIS**

As part of our approval of Thornburgh's CMP in 2005, Thornburgh provided an economic analysis of the fiscal impacts to Deschutes County from its planned development, which included 3 championship 18-hole golf courses, practice facilities including; a par 3 short course and driving ranges. The 2005 analysis, conducted by Peterson Economics, concluded that the Thornburgh Resort would provide overwhelming fiscal benefits to the residents of Deschutes County. The Board determined Peterson's analysis was credible and found compliance with DCC 18.113.070(C). The 2022 FWMP application eliminated the option to build one of three 18-hole championship golf courses. Opponent Paul Lipscomb argued that eliminating one 18-hole golf course would affect the economic findings the County made regarding DCC 18.113.070(C) in its CMP approval. LUBA summarized the issue stating:

Lipscomb argues that the proposed **change to reduce the number of golf courses is a substantial change** to the resort development that materially affect the facts **underlying the resort's economic analysis** that the county relied upon to find that DCC 18.113.070(0) is satisfied in the CMP approval. We agree for reasons explained immediately below.

Lipscomb argues that the economic benefit of developing and operating the resort with fewer golf courses is not explained in the record. Thornburgh provided no updated economic analysis. Based on the prior economic analysis, Lipscomb estimates the resort will lose 39 golf course related jobs and points out that reduced golf facilities may also impact other resort employment and economic stimulation from the resort.

The economic analysis concluded that the golf courses would be an important source of new jobs with a total of 125 newly created jobs and 3.9 million dollars in employee compensation. Record 10588. The county found that the resort "will generate a large number of full-time positions that will have a positive effect on the Deschutes County economy." Record 11691."

### **LUBA Pg. 71-72.**

We agree with Lipscomb that the 2022 FWMP abandonment of golf course facilities is a substantial change that impacts the underlying findings of fact for the CMP approval—namely that the developed golf courses will provide 125 newly created jobs and 3.9 million dollars in employee compensation.

LUBA remanded the issue to the County to address this issue. LUBA agreed that the removal of one golf course from the 2022 FWMP was a change that would materially affect the county's findings that DCC 18.113.070(C)(3) and (4) are satisfied, and that:

On remand, the county will need either to consider changes to employee housing demands based on the changes in the 2022 FWMP or explain why that consideration is not required.

**LUBA Pg. 74 - 75.**

And;

"the identified error may be corrected by the county accepting a new economic analysis that demonstrates that "[t]he destination resort will provide a substantial financial contribution which positively benefits the local economy throughout the life of the entire project, considering **changes** in employment, demands for new or increased levels of public service, housing for employees and the effects of loss of resource land" and that "[t]he natural amenities of the site considered together with the Identified developed recreation facilities to be provided with the resort, will constitute a primary attraction to visitors, based on the economic feasibility analysis." DCC 18.113.070(C)(3), (4). Accordingly, we conclude that the established error should result in remand in this case." Emphasis added. **LUBA Pg. 80.**

Lipscomb argued that eliminating one golf course would cause a reduction in employment, and that the County must assess whether that change would change the economic findings the county arrived at based on the 2005 economic report. LUBA agreed that further economic analysis was required and remanded for that analysis.

Applicant retained John Burns Research and Consulting, Inc. (JBREC). JBREC, founded in 2001, is one of the leading real estate and development research and consulting firms in the United States. JBREC provides detailed analysis on the housing industry, doing roughly 1,000 studies per year for new housing in the United States, many for the nation's largest home builders and developers. Chris Dorociak, Sr. Vice President, has over 20 years of experience doing research and consulting for residential housing and has completed over 500 significant real estate consulting assignments. **See JBREC Response, Pg. 10 and Applicants Final Argument, Pg. 6.** Because of the depth of experience, the Board finds the materials provided by JBREC to be credible.

Project opponent Annunziata Gould retained Kevin Cahill, Ph.D. to respond to the JBREC Report. While Dr. Cahill does have a Ph.D. in economics, and a depth of expertise with aging and retirement related subjects, the materials he submitted evidence a lack of experience with real estate sales or values, destination resorts, golf or hospitality, or any specific element relevant to this remand. The Board finds the JBREC materials more reliable and more persuasive because JBREC's experience and credentials on the subject matter are specifically related to the areas of study required for analysis of economic impact of the Resort on Deschutes County.

Thornburgh's original economic analysis provided by Peterson Economics (the "Peterson Report"), addressed development of the resort and its: a) economic benefits based upon employment levels and compensation, b) increased tax revenue, c) demand for public services, d) need for employee

housing, and e) loss of resource lands. See: Rec. 11691, BOCC CMP Decision. The JBREC report assessed similar elements.

### **Employment:**

The Peterson report found Thornburgh would create 1,458 new full time equivalent (FTE) jobs per year with average annual compensation of \$67.2M annually, totaling \$803 million over a 12-year period. **See Rec. 12000, Peterson Report.** The JBREC report noted:

The Economic Benefit Study by Peterson Economics in 2005 showed total new compensation peaking at \$95.0M in 2010 (due to construction jobs) and stabilizing at \$85.4M by 2015. For perspective, the median household income in the Bend MSA has increased 102% since 2010 and 75% since 2015. Demonstrating current dollars, a conservative 50% increase to the Peterson Economics estimates equates to a peak of \$142.5M, stabilizing at \$128.1M. **See JBREC Report May 7 Pg. 10.**

The JBREC report conducted a detailed analysis of golf operations and the projected changes to employment estimates that may result from the elimination of the 2<sup>nd</sup> golf course. JBREC estimated payroll by evaluating job postings at Central Oregon's golf courses, interviewing local and regional golf course management, and reviewing IRS 990 documents from Oregon golf clubs.

JBREC assessed the impact to employment resulting from eliminating one 18-hole golf course from the south side of the project. JBREC determined employment would be reduced by 24 jobs with annual payroll of \$859,090. As noted in the DeLashmutt letter of May 7, 2025, Peterson estimated peak employment during construction of 2,074 jobs. Deducting the 24 jobs eliminated from removal of the golf course would still yield peak employment of 2,050 jobs. Elimination of a single golf course and the corresponding reduction of 24 jobs with payroll of \$859,090 is 0.6% of the peak employment (\$142.5M), and 0.7% of the stabilized employment (\$128.1M). **See JBREC Report May 7 Pg. 10.**

The Board finds that the reduction in employment that may result by eliminating a single golf course is insignificant and does not affect the Board's findings from 2005. The Board therefore finds that a reduction by one golf course does not require updated findings related to DCC 18.113.070(C)(3) and (4). The Board further finds that Thornburgh's FMP, even as modified, continues to demonstrate that it will provide a significant financial benefit to the County throughout the lifetime of the resort. Because the Resort will provide substantial financial benefit, we find that this benefit outweighs the loss of resource land if the Resort was never developed or approved.

## **B. RESPONSE TO SPECIFIC EMPLOYMENT RELATED ARGUMENTS**

**Argument:** Cahill notes some confusion in the JBREC Report regarding the number of golf courses analyzed. Cahill states, "To the extent that the JBREC Report conflates its defined "Current Plan" (three courses) with the "Prior Plan" (four courses), the JBREC Report does not provide a reliable economic analysis of the three-course plan." **See Bragar- 1, Cahill, Pg. 8.** Bragar also claims the Applicant is introducing two additional golf courses.

**Finding:** The Peterson report says:

According to current plans, the Pinnacle will be developed to include:

- A high-quality 18-hole regulation-length golf course and clubhouse;
- An 18-hole par 3 golf course;
- According to current plans, The Tribute will be developed to include:
- Two high-quality 18-hole regulation-length private golf courses and a clubhouse;

See **Rec. 11991-12013, Peterson 2005.**

The economic results in the Peterson Report, as noted by Lipscomb, studied those 4 golf courses with LUBA noting:

The county relied upon an economic analysis that was based on a total of four golf courses. Record 11690-92, 10520, 10524, 10583, 10588.

And:

Lipscomb mentions the Benefit Study submitted as part of the CMP application in 2005, which analyzes economic viability off of four golf courses, as part of their argument regarding DCC 18.113.070(C). Lipscomb's Intervenor-Petitioner's Brief 27-28.

The Board finds there is no ambiguity in the JBREC Report. Page 3 clearly describes two plans, the Current Plan and the Prior Plan. The Current Plan has one 18-hole regulation-length golf course on the south side of the Subject (plus a par-3 course and an 18-hole regulation course on the north side). The Prior Plan had two 18-hole regulation-length golf courses on the south side of the Subject (plus a par-3 course and an 18-hole course on the north side).

The scope of JBREC's analysis included the employment and housing impacts of the change between the two plans, the original plan with four golf courses (three-18-hole regulation length courses and one par-3 course) and the revised 2022 plan that eliminates a single 18-hole golf course for a total of three golf courses (two 18-hole regulation-length courses and one par-3 course) or. The JBREC Report dated May 5, 2025, summarized those impacts. **See JBREC Response, Pg. 6.** The Board rejects opponents' arguments that the Applicant is adding any additional golf courses.

**Argument:** Cahill comments that the 24 jobs lost by eliminating the golf course did not account for indirect and induced jobs.

**Finding:** The Board finds that Peterson had noted the ratio of including indirect and induced jobs increases the total by 1.2 times (See Rec. 12004). Applying that ratio to the 24 jobs eliminated would increase that figure to 29 jobs. There will be a corresponding increase in the amount of payroll to be eliminated to account for the indirect jobs lost. The Board finds that, even including loss of indirect and induced jobs, the result is still insignificant in relation to the substantial job creation and payroll numbers noted above through development of the Resort as a whole and as planned – or modified to remove a single golf course.

**Argument:** Comments by Cahill, Dorsey, and Bragar about low resort wages.

**Finding:** JBREC stated:

As a conservative approach, JBREC uses minimum wage estimates for Landscapers, General, Carts and Range, and Part-Time Attendants. **See JBREC Response May 28, Pg. 8.**

JBREC noted they employed a conservative approach in the adjustment of Peterson's overall payroll estimates. Instead of increasing the 2010 peak payroll by 102%, or the 2015 stabilized payroll by 75%, both of which were warranted, JBREC utilized a conservative increase of 50%. The net result was to understate the benefits being provided by Thornburgh job creation. If the actual increases (102% & 75%) and the higher wages were used for this purpose as Bragar or Cahill advocate, it would show Thornburgh providing even greater payroll benefits than those that JBREC stated, \$191.9M and \$149.45M respectively.

The Board finds the benefits to the local economy provided from job creation at Thornburgh are significant and substantial, with or without the second golf course, even at the wages stated. Wages at Thornburgh will be what the market will dictate to attract and retain staff. If they are higher than the estimates in the JBREC report, the employment benefits of the Resort will be even greater.

**Argument:** The JBREC Report's payroll estimates differ materially from those in the Peterson Report. **See Bragar-1, Cahill-A20, Pg. 9.**

**Finding:** JBREC responded to this stating the similarity between the \$3.6 million estimated in the JBREC report and the \$3.7 million estimated in the Peterson Report is coincidence. Because JBREC completed an independent evaluation, we noted this coincidence for the reader's benefit. **See JBREC Response, Pg. 7.** The Board finds opponents' argument unpersuasive.

**Argument:** "Adjusting for inflation using the Employment Cost Index (ECI), and considering four golf courses, the Peterson Report estimate is \$6.5 million (in 2025 dollars) compared with the JBREC Report's estimate of \$4.5 million (also in 2025 dollars)." **See Bragar-1, Cahill-A21, Pg. 9.**

**Finding:** JBREC responded, saying: The Peterson Report already incorporates inflation, and Cahill double-counts inflation by applying the Employment Cost Index (ECI) from 2005 (Peterson Report date) through 2013 (golf stabilization). The \$3.7 million payroll estimate in the Peterson Report appears when golf operations stabilize in 2013. Adjusting for inflation from 2013, not 2005 (the date of the study), places total payroll at \$5.5 million in current dollars, not \$6.5 million. **See JBREC Response, Pg. 7.** The Board finds any difference insignificant in the context of Thornburgh's overall employment and payroll.

**Argument:** A 30 to 45 percent reduction in payroll is not "a similar amount" to the Peterson Report, as the JBREC Report claims. **See Bragar-1, Cahill-A22, Pg. 9.**

**Finding:** JBREC responded, noting Cahill's comparisons are based on his own calculation error and are overstated. **See JBREC Response, Pg. 7.** The Board agrees and finds opponents' argument unpersuasive.

**Argument:** "Defining jobs as an FTE can be appropriate in many contexts. In the case of the Thornburgh Destination Resort, though, where staffing needs are translated into housing needs (see below), stating jobs in terms of FTEs can be misleading and misguided because one FTE is not necessarily equivalent to one person." **See Bragar-1, Cahill-A24, Pg. 10.**

**Finding:** JBREC notes that they use FTE because it is a standard convention for measuring job creation. Distinctions of how many individuals compose an FTE were outside the scope of JBREC's analysis. JBREC grouped seasonal and part-time work in the categories of Landscapers, General, Carts and Range, and Part-Time Attendants. For these categories, JBREC stated that they surveyed managers of golf course maintenance and operations in Central Oregon. Surveys informed JBREC's estimate that 10% of this labor derives from outside the area, while 90% is sourced locally. This estimate appears on Page 15 of the JBREC Report. **See JBREC Response, Pg. 7.** The Board finds the estimate is reasonable and notes that Peterson used the same standard in the 2005 report. Opponents' argument is unpersuasive.

**Argument:** The JBREC Report fails to address how their FTE metric translates into staff counts, annual hours worked per staff member, or annual compensation per staff member. **See Bragar-1, Cahill, Pg. 10**

**And:**

**Argument:** Cahill claims: "The JBREC Report's employment projections for the Thornburgh Destination Resort include 46 FTE minimum wage workers. Not only is it unclear where the supply of these minimum wage workers will come from but left unexamined is the impact to other tourist driven businesses in the County that, absent migration, compete for the same supply of workers." **See Bragar-1, Cahill, Pg. 11**

**Finding:** JBREC responded to these arguments by stating that JBREC uses minimum wage estimates as a conservative approach, for Landscapers, General, Carts and Range, and Part-Time Attendants. Page 15 of the JBREC Report shows estimates of the percentage of these workers from inside and outside the local area. JBREC estimates that 10% of this labor derives from outside the area, while 90% is sourced locally. If Thornburgh competes with other tourist-driven businesses, local wage growth can result. **See JBREC Response, Pg. 8.** The Board finds that JBREC's analysis is reasonable and that opponents' arguments are unpersuasive.

**Argument:** Bragar claims that with no water pumped at the resort there will be no employment opportunities... Bragar claims Applicant cannot use a drop of water.

**Finding:** The Board finds this argument is outside the scope of remand. Bragar cites to an article by Oregon Public Broadcasting (OPB) which relies on third party information, and a chart Bragar provides, that summarizes what Bragar hopes to be true. The Board finds that neither source is



reliable as to questions of water availability, and that the arguments nevertheless are outside the scope of remand.

**Argument:** Bragar claims that the Applicant must address the cost of water to Bend, Redmond, and Sisters, that a decision on a Limited License case was adverse, and that wells are declining in the area.

**Response:** The record includes many pages of similar arguments related to water (e.g. Bragar 1-Pg. 25-27). However, none of these arguments are related to the issues on remand—how the reduction of one golf course changes the underlying economic benefit assumptions of resort development. To the extent a reviewing body determines that water issues relate to economic benefits, we find that the Resort’s proposed use of less water as set forth in the 2022 FWMP, will be a beneficial change.

#### a. Tax Revenue

Peterson estimated residential property values at Thornburgh to total \$1,510.3M at stabilization in 2016 and that property taxes would be \$20.9M at that time divided between: schools (\$8.1M), fire department (\$3.5M), public bonds (\$2.8M), sheriff (\$2.6M), County Government (\$2.1M), County library (\$882K), parks and rec (\$596K), 9-1-1 services (\$404K) and the Redmond library (\$125K). Those estimates did not include commercial, and developer-owned assets, that would add about \$1.3M. Excluding the estimated property tax of \$75,297 attributed to the value of the eliminated golf course, tax revenues for the commercial assets would still net about \$1.2M. This amount added to the \$20.9M Peterson estimates, yields just over \$22M/yr. Elimination of one golf course would account for 0.3% of the total property tax revenue estimated in the Peterson report. **See DeLashmutt May 7 letter, Peterson Table, V-17 & V-18.**

JBREC also adjusted the values attributed to the residential units, increasing the 2016 Peterson residential value of \$1,510.3 upward to account for inflation, resulting in a total residential value of \$2,854.5M. That would generate property tax revenue to the County of \$47.5 million per year, which is over 1,000 times greater than the current property tax on the Thornburgh property of \$38,619. **See JBREC Report, Pg. 10.** The \$47.5 million in estimated taxation is more than double the \$22M noted in the 2005 report.

The Board finds the removal of a single golf course will result in an insignificant reduction in property tax revenue based upon the estimated significant tax revenues that will be generated by the Resort, and the significant increase over the 2005 report.

#### Findings to Specific Taxation Related Arguments

**Argument:** Cahill claims tax revenues are overstated.

**Finding:** Applicant responded that Cahill did not make an argument about the amount of tax received but argued about the cost of providing public services to Resort residents. To the extent Cahill did claim taxes were overstated on May 2<sup>8</sup>, 2025, the Applicant provided additional evidence

on estimated transient room taxes showing that the JBNREC report had understated taxes by nearly \$1.3M annually by not including transient room taxes.

The Board finds that Cahill's claim that taxes were overstated is unsupported by evidence. The Board also finds Applicant's information on transient room taxes is credible and shows that tax revenue estimates were understated.

**Argument:** Cahill questioned JBREC's use of their own proprietary Home Value Index instead of using more readily available and accepted data like the Case Schiller Home Price Index produced by the Federal Reserve Bank of St. Louis.

**Finding:** Cahill did not provide any persuasive argument in support of the use of Case Schiller data, why it would be better, or how by using one of the Case Schiller indexes the results would be different or more reliable. JBREC is one of the leading Real Estate research and consulting firms in America and regularly provides analysis like the reports in this record. It maintains detailed information on hundreds of markets in the United States so that it can provide detailed current market data on housing prices and activity in each of those markets. That JBREC has its own proprietary home price indexing tools on hundreds of markets is indicative of its depth of knowledge and experience in this matter. The BOCC finds JBREC's use of their own proprietary data reasonable and credible.

#### **b. Demand for Public Services**

In its 2006 report, Peterson estimated there would be little demand on public services from Thornburgh's residents and guests and that Thornburgh would generate significant tax revenue surpluses for local schools, police and fire departments, and other local government services, which is typical of upscale, second home resort communities. The Peterson Report found that Thornburgh would generate massive increases in property tax revenues while placing few new students in local public schools and placing only modest burdens on local police and fire departments and other public agencies (as most new property buyers are affluent second-home or retirement buyers and many services are provided on-site by the Homeowner's Association). **See Rec. 11992.** In the Board's decision approving the CMP, we found Peterson's conclusions to be credible and noted the condition was met. **See BOCC CMP Decision, May 10, 2006, Pg. 60.**

JBREC concurred with Peterson (Rec. 11992 and 11993) that Thornburgh Resort and similar projects will generate net benefits to the region, "placing few new students in local public schools and placing only modest burdens on local police and fire departments and other public agencies..." **See JBREC Responses Pg. 11.** The evidence from both professional real estate consulting firms states that Thornburgh will provide massive tax revenues while creating very little burden on public agencies, a finding the BOCC found credible in 2006. We again find this evidence credible in this Decision.

The issue at hand is not whether the Thornburgh Resort is consistent with DCC 18.113.070(C)(3) & (4), because those findings were already made in 2006. The issue is whether the criteria will continue to be met with the elimination of one proposed golf course. Nothing in the record shows

directly or indirectly, that the elimination of one golf course as proposed by the 2022 FWMP will create any greater need or demand on public services. The Board finds that that it will not.

### **Findings to Specific Public Service Related Arguments**

**Argument:** Bragar commented that for every dollar of tax receipts from Thornburgh properties directed to schools there is a 1:1 reduction to what Redmond Schools gets from other sources.

**Finding:** Applicant asked Dr. Charan Cline, Superintendent of Redmond Schools about how much of the property tax paid within the Redmond School District for school funding stayed in the district to fund Redmond schools. His response was **all of it**. Therefore, we find that 100% of the estimated \$22.6M dollars in property taxes that will be paid annually from Thornburgh homes to fund Redmond Schools, will stay in the Redmond School District. Any shortfalls are made up from Income Taxes. **See Applicant Letter, May 21, Pg. 4.** The higher the amount of property tax revenue received from Thornburgh properties, the less others will have to contribute to support schools via income taxes.

No evidence was presented to rebut Applicant's evidence that taxation from Thornburgh properties directed to school funding would be approximately \$22.6M annually. Both Peterson and JBREC concluded that future Resort buyers will be mostly of retirement or pre-retirement age or will be buying vacation or second homes. JBREC noted the average age of buyers at Brasada Ranch is 58, Eagle Crest: 67, and; Black Butte Ranch: 70. **See JBREC Response Pg. 11.** In any case, few children are expected to attend school from Thornburgh.

Peterson estimated there would be 2.6 school age children per 100 homes, based on a summary of Black Butte, Eagle Crest and Pronghorn. **See Peterson Excerpts Submitted by Applicant May 7, Pg. 3.** That would equate to 25 students attending Redmond schools from Thornburgh's 950 approved homes. The cost to educate a child in the Redmond School District is between \$11,000 - \$12,000/year. **See Email from Michael Summers, Chairman, Redmond School Board.** Assuming a conservative cost at the high range of \$12,000/child, it will cost \$300,000 to educate the 25 children estimated to attend Redmond Schools from Thornburgh. Compared to the estimated tax receipts of \$22.6M for school funding that is estimated to be generated at Thornburgh, there will be a surplus of over \$22M per year above the estimated school costs that will be required to educate children living in the Resort.

The Board finds that Thornburgh tax revenues will provide a significant surplus over the cost of the demand for public school resulting from children living in the Resort.

**Argument:** The property tax revenues estimated for the Thornburgh Destination Resort are vastly overstated because they do not quantify the demand for new or increased levels of public service as an offset." **See Bragar-1, Cahill, Pg. 17.**

And;

**Argument:** Cahill states the JBREC report highlights tax revenue but fails to identify **any** offset to it. Further, that the revenue comes at a cost, that people visiting Thornburgh, just like current residents, require emergency services, police and fire services, healthcare services, and will increase road maintenance and construction, and will impact congestion, the water supply, the ecosystem, and the environment generally. **See Cahill, Bragar-1, Pg. 18.**

**Finding:** Applicant responded that these comments overlook all discussion about the school subsidies and disregard the fact that two professional real estate economists have concluded that Thornburgh will place very little demand on public services, which is typical for upscale, communities of this type. Applicant also provided substantial information on how the project will minimize demand on public services, showing that Thornburgh:

- i. will provide extensive services on-site via the HOA and community management,
- ii. roads are private and maintained by the resort,
- iii. is a gated community that will control access onto the property reducing the need for police presence or calls,
- iv. is a Firewise community with strict defensible spaces, and stringent vegetation management that reduces the need for fire services.
- v. will be an active affluent community promoting mental and physical health through a connection to nature. As such Thornburgh residents and guests will have low needs of any public healthcare services.

We note that Cahill's arguments concerning water supply, the ecosystem, and congestion, are all outside the scope of this remand. In an abundance of caution, the Applicant addressed these arguments as follows:

1. Water supply: The evidence shows that any impact on the water supply is minimal as Thornburgh's 2022 FWMP largely replaces any pumping with existing certificated or permitted groundwater rights. Further, the Deschutes Aquifer is vast and dynamic with annual recharge of 2.7 million acre-feet while withdrawals are about 45,000 acre-feet. **See Applicant Letter May 28, Pg. 12.**
2. The ecosystem and environment: While it is unclear what economic situation Cahill is referring to with this comment, the entire 2022 FWMP and related plans in the record support a determination that Thornburgh is a committed steward of the environment. The 2022 FWMP is the reduction of water use from 2,129 AF annually to 1,460 AF, which has been shown to provide a *net benefit* to fisheries habitat. The 2022 FWMP further reduces impacts, eliminates a golf course, reduces proposed lakes, increases the focus on sustainability, and the expansion of natural open spaces.
3. Congestion: Thornburgh is located miles from Bend, Redmond and Sisters. Cahill does not quantify where, how, or why he believes congestion will occur. Given its location, Thornburgh should disperse congestion far more than developments in either Bend or Redmond.

The Board finds each of the above arguments outside the scope of the remand. To the extent a reviewing body determines otherwise, the Board finds Applicant's responses credible and rejects opponents' arguments in this regard.

**Argument:** Cahill argues that simply hiring people is not necessarily a benefit stating: "For example, if a city were to hire a company to pay people to spread poison around the community, benefits would exist in terms of the wages earned by the people spreading the poison. The cost, though—the damage to the community from the poison—would far outweigh these benefits, so spreading poison would not positively benefit the local economy, even though some people would be hired and earn wages to do so." **See Bragar-1, Cahill, Pg. 18.**

**Finding:** JBREC responded to this stating "Cahill's critique escalates into Argumentum ad Absurdum (Appeal to Extremes), a logical fallacy and curious conclusion for a professional who has been "a doctoral-level economist for 25 years." **See JBREC Response, Pg. 11.**

The Board agrees and rejects Cahill's argument in this regard.

**Argument:** Applicant does not have current data related to the projected duration of occupancy of the planned-for homes. Despite Applicant DeLashmutt's jumbled testimony about secondary or seasonal use of proposed resort accommodations, resort users will not be living full time at the proposed resort. Instead, the users of this proposed destination resort will come to Deschutes County from elsewhere to stay periodically, as intended—for recreation. **See Bragar-1, Pg. 27.**

**Finding:** The Applicant states the duration of the home occupancy, and the exact mix of primary homeowners, flex-primary owners, and second homeowners will vary over time, along with the exact mix of age demographics of the buyers, whether retirees, pre-retirees, early retirees, or the mix of where they are in the age spread from 40-75 years old. Even so Bragar argues that resort users *will not be living full time at the proposed resort*, which, if true, there will be zero kids in school, and even lower demands on other public services.

**Argument:** Applicant's updated economic analysis fails to comply with ORS 197.460(3) requiring individual analysis of impacts to Bend, Redmond and Sisters. **See Bragar-1, May 21, Pg. 19.**

**Finding:** ORS 197.460(3) governs siting the resort and the approval of its Conceptual Master Plan (CMP). The 2005 Peterson economic report was prepared in order to comply with DCC 18.113.070(C)(3) and (4). These criterion were found to be met. Whether the 2005 Peterson report complied with ORS 197.460(3) is not an issue before the Board and is outside of the scope of remand. Had Bragar or anyone else objected to the efficacy or completeness of the 2005 report in meeting ORS 197.460(3), the time to raise that issue has long since passed.

**Argument:** Dr. Cahill states "the purported windfall gain with respect to education dollars noted in the Peterson Report is, notably, based on a misunderstanding of how education dollars are distributed within the State of Oregon...." **See Bragar, May 28, Pg. 2.**

**Finding:** Applicant provided evidence on school funding and the cost of education in the Redmond School District, including information from the Superintendent of Schools, and the Chairman of the Redmond School Board. Cahill offered no contrary evidence.

The Board finds Applicant's information credible and rejects Cahill's argument in this regard.

### c. Housing

LUBA directed that, on remand, the County will need either to consider **changes** to employee housing demands based on the **changes** in the 2022 FWMP or explain why that consideration is not required. **See LUBA Pg. 75.**

The 2005 Peterson report addressed the need for employee housing across the whole Thornburgh property and determined that housing for peak operations (project wide) would require a total of 140 housing units (**See Rec. 12012**) of which 31 were for employees involved in golf operations. The Board approved the 2005 plan based on the Peterson analysis. In response to the issue on remand, JBREC assessed golf operations as well. With an apples-to-apples comparison of the golf operations that Peterson assessed (3 championship and 1 par 3), JBREC estimated 22 housing units would be required. Excluding one golf course that will be eliminated reduces the housing needs to 18, a reduction of 4 housing units attributed to the changes in the 2022 FWMP, and a total reduction of 13 housing units from 31 to 18, which included savings in efficiencies and design. The Board finds that reducing the need for housing will not place further strain on tight housing supplies.

The Board agrees that reducing employees as a result of the changes to the 2022 FWMP will reduce the amount of employee housing needed. That will not further burden housing supplies.

There were several comments about housing, the tight housing market in Deschutes County, and arguments that the Resort's creation of jobs was negative because it would create the need for housing. In addition to reducing needed employee housing as described above, the Applicant responded that Thornburgh is approved for 950 single family homes that would add inventory to the region, easing market pressures on the critical need for housing. The Applicant cited to the DAS report that shows housing needs in Deschutes County are most severe at the highest income level, the very category that Thornburgh homes will serve. Bragar's comments that the DAS report includes only the housing needs within urban growth boundaries disregards the problem. The Board finds that creation of housing inventory at any level benefits the region, whether inside or outside an urban growth boundary.

### **Responses to Specific Housing Related Comments:**

**Argument:** The JBREC Report does not quantify indirect or induced impacts. "In the case of Thornburgh, the spending of newly hired staff at the golf course will lead to a ripple effect of

additional economic activity, thereby creating more jobs and potentially bringing more people to the area. These indirect and induced impacts are often touted by those who want to champion the economic impacts of a proposal. In this case, however, with housing impacts being a concern, the JBREC Report does not quantify any indirect or induced impacts associated with the maintenance activities of the golf course." **See Bragar-1, Cahill, Pg. 11**

**Finding:** The May 5, 2025, JBREC Report states, "Within the scope of this report, JBREC estimates the potential ongoing employment, payroll, and housing impacts of golf course maintenance and operations within Thornburgh Resort." The point of concern was the difference in employment and housing impact of reducing one 18-hole regulation-length golf course (current plan vs. prior plan) from the Resort. Removing an 18-hole golf course would reduce associated housing needs, even if JBREC used a multiplier to estimate indirect and induced impacts. **See JBREC Response, Pg. 8.**

The Board agrees and rejects opponents' arguments in this regard

**Argument:** The housing impacts analysis understates the housing needs and availability because the JBREC methodology is flawed and unsupported. **See Bragar-1, Cahill, Pg. 12**

**Response:** JBREC provided significant support for its methodology to assess the housing needs between the current plan and the prior plan. Relative to the prior plan, the current plan removes an 18-hole regulation-length golf course reducing employment by 24 fewer FTEs and a reduction in housing needs of 4 units. While JBREC's project scope did not include estimating indirect and induced impacts, an analysis estimating indirect, and induced jobs would yield a similar result, lower employees and less housing needed. **See JBREC Response, Pg. 9.**

The Board finds the JBREC information credible and rejects opponents' arguments in this regard.

**Argument:** The JBREC Report implies a .21 ratio between housing needs and jobs while the ratio from Peterson is .25. The JBREC Report provides no explanation for this variation. **See Bragar-1, Cahill, Pg. 12**

**Finding:** Applicant responded that the numbers of housing units in the JBREC report are whole numbers, that have been rounded up or down. Doing so with a small sample set leads to differences in the implied ratios. The important thing to note is that if JBREC had simply applied a higher ratio, as Cahill suggests, it would show an even greater reduction in needed housing.

The Board finds the JBREC materials credible and rejects opponents' arguments in this regard.

**Argument:** The JBREC report does not account for seasonal work. **See Bragar-1, Cahill-B, Pg. 13.**

**Finding:** The JBREC Report states: "JBREC estimated housing demand (of all types) from employees to be hired from outside Central Oregon. Additional housing needs are higher for skilled labor than for unskilled labor, which can be sourced locally." **See JBREC Report, Pg. 9.** While locally sourced,

unskilled seasonal labor does not increase housing, the comment overlooks the issue at hand, that eliminating a golf course eliminates 24 jobs, reducing needed housing by 4 units.

**Argument:** The JBREC Report does not quantify indirect or induced impacts and as a result the County has no idea how they might exacerbate housing needs. **See Bragar-1, Cahill-C, Pg. 13.**

**Finding:** The Applicant responded that Cahill overlooks the fact that the change being assessed is the reduction in employment from eliminating a golf course, a change that also reduces the need for housing. While the JBREC Report did not include the indirect or induced jobs related to the reduction in golf employment, doing so would have shown even further reductions in housing needed for employees.

The Board agrees and rejects opponents' arguments in this regard.

**Argument:** The Peterson report does not account for indirect or induced labor in its housing estimates. **See Bragar-1, Cahill-C, Pg. 14.**

**Finding:** The Board finds that arguments concerning the Peterson report are untimely. The time to raise such arguments was in 2005 when the Peterson report was approved. Irrespective, the Board finds that accounting for indirect or induced labor in the 2005 Peterson report would not change the result today, with the change in the 2022 FWMP and the elimination of a golf course that housing needs will be reduced.

The Board finds this is outside of the scope of the remand. Alternatively, the Board finds opponents' arguments are without basis and rejects such arguments.

**Argument:** The JBREC Report's own data shows that housing supply has been low since 2015. Bragar-1, Cahill-D, Page 14.

**Response:** The Board finds this argument is outside of the scope of remand. Page 26 of the JBREC Report shows facts related to the months of supply in the Bend, Oregon, Metropolitan Statistical Area (MSA). Months of supply increased since 2024, an indicator of easing supply constraints. Cahill refers to colors on the JBREC chart on Page 26. These colors, indicating times of increasing, stable, and falling prices, are standard conventions, not opinions. **See JBREC Response, Pg. 10.**

**Argument:** The JBREC Report's 2016 benchmark year improperly masks the degree of housing underproduction in the region. Bragar-1, Cahill-E, Page 14.

**Finding:** The Board finds this argument is outside the scope of remand. Nonetheless, JBREC responded that they use 2016 as a benchmark year to normalize comparisons across all U.S. metros, and to show relative change. The comparison of employment to building permits shows the number of jobs added relative to homes built. This ratio in the Bend MSA has decreased since 2022. **See JBREC Response, Pg. 10.** Applicant acknowledges there is an underproduction of housing in the



region but notes that the 950 homes for which Thornburgh is approved would help to ease the very production issue Cahill refers to. The Board rejects opponents' arguments in this regard.

**Argument:** The JBREC Report does not account for cumulative impacts in housing underproduction in the region. Bragar-1, Cahill-F, Page 15.

**Finding:** Housing underproduction is outside the scope of the remand. However, as proposed, Thornburgh would add new homes to the region, a fact Cahill ignores when emphasizing housing underproduction. **See JBREC Response, Pg. 10.** The Board rejects opponents' arguments in this regard.

**Argument:** The JBREC Report's projections for 2026 through 2028 are inconsistent with data over the past decade. Bragar-1, Cahill-G, Page 16.

**Finding:** JBREC uses leading indicators to forecast housing market conditions in Bend, Oregon, and the other 100+ metro areas it covers in the U.S. Based upon its observations, it anticipates cooling real estate market conditions following the hot market of 2021-2022. Its forecasts rely on inputs from local consultants, research analysts, and the Director of Research - not simply a one-year extrapolation of data. For these reasons, it was JBREC's opinion that Cahill's speculation of recency bias is unfounded. **See JBREC Response, Pg. 10.**

The Board finds the JBREC response credible and rejects opponents' arguments in this regard.

#### **d. Loss of Resource Lands**

As resource lands, the Subject Property as rangeland has little value and it generates annual property tax of only \$38,619. As the Applicant letter of May 7, 2025 explained, the Property is not high value crop land, irrigated pasture or even dryland pasture. It consists of juniper trees and sagebrush. As rangeland, the Property was used for 60-75 days each spring when the Thornburgh's would run cattle in the spring. The loss of resource land is minimal. The Peterson report noted that the Project would remove the Property from its former use as rangeland, but that it would provide an overwhelming financial benefit that would benefit County residents. The change in the 2022 FWMP eliminating construction of one golf course does not affect the amount of resource lands, although it increases the amount of native land that will be left in a natural state within the Project. JBREC stated:

"Transitioning from rangeland to a resort, Thornburgh's fiscal benefits to the community far outweigh its value as resource land." **See JBREC Report, Pg. 11.**

The Board agrees and rejects opponents' arguments on this issue.

#### **Responses to Specific Comments Related to Resource Lands.**

**Argument:** Bragar states Applicant must analyze how its proposed water use will impact the outdoor recreation industry. **See Bragar-1, Pg. 25**

**Finding:** The Board finds this argument is outside the scope of remand. This remand requires consideration of economic impacts resulting from eliminating one golf course. Bragar overlooks the key fact that the 2022 FWMP reduces water use by one-third over the original approved water usage. The 2022 FWMP has been shown to benefit the streams and rivers and to provide a net benefit to the fisheries resource. Applicant's letter of May 7, 2025 and the JBREC Outdoor Memo demonstrate that Thornburgh will provide extensive outdoor activities and amenities and will offer a range of other outdoor adventures and experiences to its guests and owners.

**Argument:** Bragar claims that pumping at the resort would likely cause problems for wells in Redmond and nearby Eagle Crest Resort. **See Bragar-1, Pg. 25.**

**Finding:** The Board finds this argument is outside the scope of remand. The 2022 FWMP is about the elimination of a golf course and other changes that reduce the use of water by the resort by 33% or more.

**Argument:** The Applicant continues to lean on the outdated 20-year-old Peterson report to support the claims that the resort will be economically beneficial. **See Bragar May 28, Pg. 1.**

**Finding:** The Peterson report is the same report that Lipscomb submitted as evidence in the prior proceedings. The Board rejects this argument.

**Argument:** Lipscomb claims the Tribe has not agreed to Thornburgh transfers and absent that agreement, or a finding that no tribal rights will be injured, OWRD cannot approve those transfers. **See Bragar-1, Pg. 22-23.**

**Finding:** The Board finds this is outside the scope of remand. Further, Lipscomb cites to no legal authority to support this claim. Transfers have been approved in the Deschutes Basin for decades without any approval from the Tribes. The Board rejects this argument.

**Argument:** Lipscomb claims the that the Peterson report states with no basis, "The resort is also expected to contribute far more to the public services than it will cost to service the resort and its residents. **See Bragar May 28, Pg. 3.**

**Finding:** The Board previously found the Peterson report credible. JBREC also concurs with Peterson's conclusion. **See JBREC Report, Pg. 10.** Two professional real estate economics firms agree that Thornburgh will create little demand for public services and will provide significant tax surpluses across all public services. We agree and reject opponents' arguments in this regard.

**Argument:** Applicant's May 21, 2025 letter suggests without any basis that fisheries will benefit from the 2022 FWMP. Bragar May 28, Pg. 3.

**Finding:** The Board finds there is significant, substantial evidence in the record to support the conclusion in the Applicant's May 21, 2025 letter. The dozens of technical reports, including the analysis by Lucius Caldwell, Ph.D., support a finding that the 2022 FWMP will result in a net benefit

to fisheries habitat quality and quantity across all affected streams. Applicant also noted that it was in discussions with guides and outfitters to provide fishing services to Thornburgh customers that will provide a benefit to the outdoor recreation industries.

#### **DCC 18.113.070(C)(4)**

As noted in Applicant's May 7, 2025 letter, the Subject Property is large and offers spectacular views as a result of the 600' of elevation change on the property. We find that the Subject Property and the land around Cline Buttes is a significant draw for tourism and recreation. There is no evidence in the record to the contrary. The only change to the economic plan is the elimination of the second golf course. According to JBREC the current plan:

spreads an 18-hole golf course over acreage previously planned for two golf courses. This program preserves more natural open space and requires less labor than maintaining and operating two courses on similar acreage. **See JBREC Report, Pg. 7.**

And:

The Subject's current plan, with two regulation-length 18-hole golf courses instead of three, retains more natural forested areas. Increased open spaces would enhance the onsite experience, its overall attractiveness, and the economic viability of golf operations. Contemporary golf course design typically uses routing to minimally disturb the land and implements strategies to minimize maintenance costs. Onsite trails and paths would provide new opportunities for residents and visitors to enjoy improved and unimproved open spaces. **See JBREC Report, Pg. 11.**

The Board finds that eliminating one golf course will help preserve the land's natural beauty and views, while increasing the amount of natural open space. This is consistent with DCC 18.113.070(C)(4).

#### **Conclusion**

The 2005 Peterson Report determined there will be an overwhelming fiscal benefit to the community from the implementation of the Thornburgh Resort with a significant increase in tax receipts, a boost to employment, and very little increase in demand for public services, with an increase in demand for housing, along with the loss of "resource" lands. The net result will be of significant benefit to the community. The Board agreed with these conclusions in 2006. The Applicant has provided updated expert evidence to assess whether elimination of one golf course would change the economic findings in the Board's 2006 decision. The evidence shows that with the change the Resort will generate the following:

1. **Tax Revenue:** Provide annual tax revenue of approximately \$47.5 Million (excluding the \$1.3M in transient room taxes annually) that is 2.16 times the estimated tax receipts in the Peterson Report, and roughly 10% of the total 2024 tax receipts of \$478 Million in Deschutes County.

2. **Employment and Compensation:** Provide peak employment payroll (direct, indirect, and induced) of \$141.6 Million, which is 1.49 times the \$95 Million peak payroll estimated in the Peterson Report. The elimination of one golf course will reduce payroll by \$859,090, or roughly 0.6% of the peak payroll of \$141.6 Million, which the Board finds to be insignificant.
3. **Demand for Public Services:** There will be no increased demand for public services as a result of elimination of one golf course. Expert evidence shows that Thornburgh then, and today, will create very little demand for public services, such as fire, police, parks, etc. while generating substantial tax subsidies for those very services.
4. **Housing:** Elimination of one golf course will reduce needed employee housing by 4 units, reducing pressure on the housing supply. Further, full development of the Thornburgh Resort will create housing inventory of 950 homes that will assist in easing regional housing needs.
5. **Loss of Resource Lands:** The elimination of one golf course will not create a loss of any more resource lands. On the contrary, eliminating the golf course will increase the amount of native and natural open spaces.

For the reasons above, the Board finds that with the elimination of one golf course, the Thornburgh Resort will continue to provide an overwhelming fiscal benefit to the citizens of Deschutes County.

### **Remand Issue #3: Treaty Rights and the No Net Loss Standard**

The LUBA remand required the Board to provide findings showing why the 2022 FWMP, which meets the no net loss standard in DCC.18.113.070(C), does not, in turn impact or violate the Tribe's 1855 treaty rights. LUBA stated:

On judicial review, the Court of Appeals agreed with the Tribe that the issue was raised below with sufficient specificity so that the county was obligated to make **findings addressing** it. The Tribe's first assignment of error is sustained for the reasons set out in the court's opinion. **See LUBA Remand Final Order and Opinion dated February 26, 2025.**

Critical to the issue is this Board's finding that the 2022 FWMP meets the no net loss standard in DCC 18.113.070(D). This finding was upheld by LUBA and the Court of Appeals. In oral argument before the Oregon Court of Appeals on March 28, 2024, Senior Judge Devore asked Josh Newton, Counsel for the Tribes, a question that provided the roadmap for how the BOCC could resolve the issue on remand.

Senior Judge Devore asked @ 1:52:03-1:52:54 *"Would it suffice if the county had said we concluded from all the evidence and we recognize that there is a dispute, and we recognize that not everybody is persuaded by the modeling, we recognize that, we respect that, but we have to make a judgement call, we conclude that the no net loss standard is met, therefore there is no impact by the Thornburgh proposal and therefore, there is no impact on the fishery resource protected by the treaty. Would that then have sufficed as having addressed the treaty issue?"*

Josh Newton, responded @ 1:52:55-1:53:31: *"It certainly would have been addressed. Whether the Tribes would have **agreed with the findings** and the legal analysis who knows because it didn't happen. If I'm being responsive, and I'm not trying to not be, at that point the Tribes may have had a different legal challenge or perhaps the plan would have addressed the Tribes concerns, and everybody would have been satisfied. I mean, that's at least a possibility, but the process that was chosen didn't lead to that outcome".*

During the original proceedings on this application, the Board reviewed extensive evidence that supported a finding that the 2022 FWMP met the DCC 18.113.070(C) standard. We made the following findings:

- i. Thornburgh's 2022 FWMP increases flows and decreases temperature, an average of (0.01 degree C), which improves fisheries habitat quality and quantity.
- ii. Extensive technical analysis was completed of stream flows and thermal impacts on; the Deschutes River, the Crooked River, the Little Deschutes River, and Whychus Creek, as well as 7 specific spring locations requested by ODFW, and specific locations around springs in Whychus Creek, along with an analysis of the effects on fish habitat in each of water ways, followed by a Comprehensive Summary of the 2022FWMP as it pertains to fish habitat.
- iii. Dr. Lucius Caldwell, PhD, FP-C, found: "In conclusion, the findings presented above indicate that the combination of planned groundwater pumping at Thornburgh Resort, and the associated mitigation planned to offset this pumping as described in the 2022 Fish and Wildlife Mitigation Plan (NCI 2008; Newton 2022), appear to be a net benefit for both fish habitat quantity and quality at all sites evaluated and would result in no net loss of fish habitat quantity or quality."
- iv. The Board finds that statement is, while not determinative in the outcome of this case, relevant and persuasive. While Appellant Gould, ODFW, the Tribe, and others raised concerns regarding conformance with this standard, the Board finds the Applicant's experts provided more persuasive evidence and testimony.
- v. Dr. Caldwell's report was submitted during the open record period. There was no response in the rebuttal period provided by a biologist related to habitat impacts to rebut his report.
- vi. No party provided persuasive evidence to rebut his findings.
- vii. The modeled negative impacts are so small as to be immeasurable and of no biological significance and are far less than the 0.1 degree increase that was previously determined to meet the standard when the 2008 FWMP was approved.
- viii. Given this context, we find that the 2022 FWMP plan meets the No Net Loss Standard.  
**See Rec 24-26.**

Because our finding that the 2022 FWMP provides benefits improving the fisheries resource at all sites was upheld on appeal, to the extent the Tribe's right to harvestable fish (and associated habitat) are implicated at all, it is a positive impact, or benefit. For these reasons, the Board finds the 2022 FWMP does not violate the fishing clause of the 1855 Treaty.

**Argument:** The Tribe argued that it should be able to present new evidence on this issue.

**Finding:** The Applicant responded that the Court of Appeals' statement was *dicta* and was in reference to an issue that the Tribe *lost* on appeal - its claim that it should receive special evidentiary status due to its indigenous knowledge. LUBA's *appealable* Final Opinion and Order limited the remand to *findings* and did not direct the Board to take new evidence. The Tribe chose to not appeal. Moreover, the Court of Appeals cannot, and did not, require Deschutes County to abrogate its responsibilities and did not override the County's own authority regarding the scope of a remand. That decision reserved to the BOCC alone, which we made when we issued Order 2025-015. *See also* DCC 22.34.040(A).

The Board finds the LUBA order directed it to make findings on the remanded issue, and that it has the sole discretion to decide whether to reopen the record to accept new evidence. As noted at the hearing, this proceeding has led to the submission of volumes of evidence submitted from all sides, totaling thousands of pages and comprising at least seven binders full of evidence on the range of issues. It is appropriate for this Board to rely upon this evidence and to make appropriate findings that are supported by this evidence. The 2022 FWMP meets the No Net Loss Standard, and our approval does not violate the fishing clause of the 1855 Treaty.

**Argument:** The Tribe's May 7, 2025 letter addresses the re-licensing of the Pelton Project, its Fish Passage Plan, and the Deschutes Basin HCP and should be considered by the Board.

**Findings:** These issues are outside the scope of the proceeding, and the Court of Appeals ruled they are outside the scope of the No Net Loss standard. *See Confederated Tribes of Warm Springs v. Deschutes County*, 332 Or App 361, 378-380 (2024) (rejecting Bishop's argument that LUBA erred in accepting the County's interpretation that the No Net Loss standard did not include baseline modeling addressing drought, groundwater decline, the HCP, and other issues outside of the resort's own impacts).

**Argument:** The Tribe introduces, for the first time, that its Treaty right—the Fishing Clause—requires a “species by species” analysis. In one letter, the Tribe claims that other species must be addressed without any information as to what additional species. Then at the hearing, the Tribe's counsel noted that Pacific Lamprey were one such species. In its May 21, 2025 letter, the Tribe again limits its discussion of Treaty rights, stating “Salmon people for whom the right to fish (and have fish to take) is ‘not much less necessary’ to their existence ‘than the atmosphere they breathe[].’”

**Finding:** The Board finds the Tribe's argument is new and thus has been waived. The Tribe had ample ability to raise this argument in the prior proceedings. Moreover, the Tribe did not provide any citation or argument to support its position. This appears to be in *direct response* to the Court of Appeals' interpretation of the No Net Loss standard as *not requiring* such analysis. *See Gould v. Deschutes County*, 233 Or App 623, 631-34. In fact, the Tribe expressly cited to this case to provide the contrast. *See* Letter on Behalf of the Tribe dated May 7, 2025, pg. 11. The Tribe failed to point to any language in the Treaty itself that supports such argument. The Tribe merely states the “exclusive right of taking fish in the streams running through and bordering said reservation is

hereby secured to said Indians[.]” Rec 4309. The Board agrees the Fishing Clause has been interpreted to require sustaining harvestable populations of fish. *See United States v. Washington*, 853 F3d 956, at 965.

The Tribe points to nothing in that decision that supports the interpretation the Tribe advances here—that a species-by-species analysis is required. That case addresses *salmon* only, which was specifically addressed in the multiple expert opinions included in this record, together which support our conclusion that the 2022 FWMP will result in a *net benefit* to both *quantity and quality* of fish habitat. Those findings were unchallenged, upheld by LUBA and the Court of Appeals, and may not be relitigated here.

**Argument:** The Tribe argues, at page 12 of its May 7, 2025 letter that the issue of a species-by-species analysis is “of first impression for the Board, because it has not previously considered whether the 2022 FWMP violates the fishing clause of the 1855 Treaty.” The Tribe goes on to argue that waiver cannot be claimed—or more precisely that the Applicant is “estopped” from arguing waiver.

**Finding:** The Applicant responded that the Tribe’s argument is incorrect under Oregon land use law, which is the framework under which this proceeding is bound, stating the Tribe had every opportunity to advance its argument related to a species-by-species analysis requirement in the first proceeding and did not make such an argument until this remand. Therefore, it is proper for the Board to determine the argument was waived. *See Currie v. Douglas County*, 79 Or LUBA 585, 609 (2019), *Devon Oil v. Morrow County*, 252 Or App 101 (2012)(failure to raise claims in previous proceedings waive arguments), and *Beck v. City of Tillamook*, 313 Or 148 (1992).

The issue is waived. The Board agrees that the evidence in the record supports a determination that the 2022 FWMP will create a net benefit to fish habitat. The Board also notes that the 2022 FWMP provides for better mitigation and therefore greater benefit to fish habitat than the 2008 FWMP. As a result, if the Board did not approve the updated plan, such action could be claimed to violate the Treaty because the resultant consequence would be to allow the Applicant to continue to rely on the 2008 FWMP. The Court of Appeals interpreted the No Net Loss standard to not require a species-by-species analysis. Our job on remand is to make findings as to how this standard relates to the Treaty. We are not asked, nor do we have the authority to specifically apply or adjudicate the Treaty. That is a matter for the federal courts. On balance and considering that the Board has already determined the 2022 FWMP provides a net benefit to fish habitat, we find that the Treaty is not violated, and approval of the Applicant’s proposal will not injure the Tribe’s right to harvestable fish. Lastly, the Tribe argued alternatively that only it can adjudicate or determine whether its Treaty is violated, but that the Applicant must prove that the Treaty is not violated. This creates an impossible standard that is inconsistent with federal case law developed in adjudicating similar claims by federally recognized tribes.

The Warm Springs Tribe would have Deschutes County require the Applicant to demonstrate on a species-by-species basis that its project will not affect the Tribe’s treaty rights. That is not the means by which treaty right claims are asserted. The party asserting a Treaty right must prove that right. *See, e.g., Ground Zero Ctr. for Nonviolent Action v. United States Dep’t of the Navy*, 918 F. Supp. 2d

1132, 1152 (W.D. Wash. 2013) (tribe challenging Navy's proposed wharf, tribe had to prove the construction of the new wharf would reduce fish and shellfish populations or right to access)<sup>9</sup>; *United States v. Lummi Indian Tribe*, 841 F.2d 317, 318 (9th Cir. 1988) (a tribe asserting usual and accustomed fishing grounds has the burden to produce evidence that a particular location was customarily used at treaty time).

The Tribe, as the party asserting the Treaty right and alleging injury to that right, must proffer evidence that (1) the area is a usual and accustomed fishing area for the Tribe (2) for the particular species, and; (3) the project will impact that treaty-protected fishing activity<sup>10</sup>. The Tribe failed to do so here. It merely claims that the application must be denied because the Applicant cannot comply with its Treaty right.<sup>11</sup>

Not every proposed development will violate a Treaty right simply because it would be constructed in a Tribe's usual and accustomed fishing area or would affect the water resources that support a fishery. *See Ground Zero Ctr. for Nonviolent Action*, 918 F. Supp. 2d at 1152 (in denying motion to enjoin construction of wharf in usual and accustomed fishing area, court held that the tribe had failed to show that either its right to access or its right to harvest fish would be impacted).

#### Background – *United States v. Oregon*

The case styled *United States v. Oregon* was the result of the consolidation of two cases filed in 1968, *Sohappy v. Smith*, No. 68-409 (D. Or.), and *United States v. Oregon*, No. 68513 (D. Or.). Those suits were brought against the State of Oregon to protect treaty fishing rights and establish the scope of the State's authority to regulate tribal off-reservation fishing on the Columbia River and its tributaries.

In September 1968, the United States filed suit against the State of Oregon seeking a judgment and injunction to enforce Indian off-reservation fishing rights in the Columbia River Basin. The Confederated Tribes and Bands of the Yakama Indian Nation, the Confederated Tribes of the Umatilla Indian Reservation, the Nez Perce Tribe, and the Confederated Tribes of the Warm Springs Reservation of Oregon intervened as plaintiff intervenors.

In 1969, the Court entered declaratory judgment in favor of the United States and the four Tribes. *Sohappy v. Smith*, 302 F. Supp. 899 (D. Or. 1969). The Court held that the tribes have a right to harvest "a fair share of the fish produced by the Columbia River system." *Id.*, at 911. The Court recognized the tribes retained rights protected by their specific treaties to take fish from "usual and accustomed" places on the Columbia River and its tributaries, and that the State of Oregon had only limited regulatory authority to the extent needed to effectuate conservation principles. *Id.* at 906-07.

<sup>9</sup> A copy of this decision is attached for convenience.

<sup>10</sup> In this case where the evidence shows the 2022 FWMP actually benefits fisheries habitat quantity and quality resource in affected areas this would be highly unlikely.

<sup>11</sup> The Tribe will likely argue it was not permitted to provide evidence in this remand. However, nothing prevented the Tribe from providing evidence in the previous proceeding—it simply chose not to do so.



In 1974, the State of Washington intervened to challenge the Judgment and Order. Over Washington’s objection, this Court modified its original order to clarify the four tribes were entitled to 50% of the available harvest of the Spring Chinook run destined to reach the tribes’ usual and accustomed grounds and stations and again retained jurisdiction. *United States v. Oregon*, Order Amending Judgment of October 10, 1969 (Order of May 8, 1974) (unpublished), *aff’d*, *Sohappy v. Smith*, 529 F.2d 570 (9th Cir. 1976).

A key outcome of *United States v. Oregon* has been the establishment of a co-management agreement between the tribes, states, and the federal government to manage the fishery resources; this agreement being titled, “A Plan for Managing Fisheries on Stocks Originating from the Columbia River and its Tributaries above the Bonneville Dam.” Dkt. # 2418-678 at 5.

Under its retained jurisdiction, the Court has continued to review and approve multiple fishery management agreements, most recently in 2018. *See United States v. Oregon*, 718 F.2d 299, 302 (9th Cir. 1983); *United States v. Oregon*, 699 F. Supp. at 1469; Dkt. # 2545. “The purpose of th[ese] Management Agreement[s] is to provide a framework within which the Parties may exercise their sovereign powers in a coordinated and systematic manner to protect, rebuild, and enhance upper Columbia River fish runs while providing harvests for both treaty Indian and non-treaty fisheries.” *See 2018-2027 United States v. Oregon Management Plan* (Dkt. # 26071 at 6).

On March 19, 2018, the Court issued an Order Approving the Management Plan (Dkt. # 2614 at 1 (“The 2018-2027 United States v. Oregon Management Agreement is hereby approved and adopted as an Order of the Court.”)) and an Order that dismissed the case without prejudice (Dkt. # 2615). The states of Idaho, Washington, and Oregon, all of the Tribal parties, and the United States filed motions seeking clarification of the dismissal and requesting reconsideration. Dkt. # 2617. The Court responded to the motions to reconsider by issuing an order that continued the Court’s jurisdiction over the case but administratively closed it, thereby removing the case from the active calendar. Dkt. #2629.

**Argument:** On page 10 of its May 21, 2025 letter, and throughout its May 7, 2025 letter, the Tribe attempts to resurrect claims that the modeling is flawed when it comes to impacts of groundwater pumping.

**Finding:** This issue was settled against Project opponents and may not be relitigated. This is especially true regarding “climate variability,” which was specifically modeled and addressed in the prior proceeding. Similarly, the Tribe’s attempt to relitigate that model year (*see* May 7, 2025 letter at page 14) fails.  
The Board finds this issue is resolved and is outside the scope of remand.

**B. Procedural and Miscellaneous Arguments**

1. ORS 197.797 has Not Been Violated

Ms. Bragar argues that the County violated ORS 197.797 because it permitted the Applicant to submit additional evidence to support the Application during the public review process. We find this argument to be unpersuasive and contrary to the plain text of the statute.

ORS 197.797(4)(a) requires that “All documents or evidence relied upon by the applicant shall be submitted to the local government and made available to the public.” Ms. Bragar argued that by the Applicant putting in any supporting evidence including an updated FWMP document, this law is violated. This is not a correct reading of that law. All that is required is that documents be available, which they clearly were, given that Ms. Bragar specifically provided rebuttal argument and evidence related to them. ORS 197.797(4) does not prevent an applicant from submitting additional information or evidence; it expressly permits additional evidence. ORS 197.797(4)(b).

Further, ORS 197.797(5)-(7) and (9) govern the receipt of evidence at and after the conclusion of a land use hearing and an initial land use hearing. None of these provisions prohibit an applicant from providing evidence at a land use hearing or during a post-hearing comment period. Additionally, ORS 197.797(6)(c) says that “[a]ny participant” may request an opportunity to respond to new evidence filed during the post-hearing comment period; making it clear that an applicant is not prohibited from providing rebuttal evidence for consideration by the Board.

## 2. Rebuttal and Evidentiary Objections

Ms. Gould argued after the record was closed, that Thornburgh improperly provided testimony that it “should have or could have” been submitted earlier. This argument is based upon her claim that the “structure of ORS 197.797(6) is to provide opponents the last word on evidence[.]” We disagree. Nothing in the statute provides project opponents with the ability to provide “the last word on evidence” and the statute specifically allows “any person” or “any participant” to submit new evidence during a post-hearing comment period. Other objections were made related to the inclusion of statements from the Court of Appeals oral argument as being outside the scope of evidence permitted by our remand. However, we believe that these statements should properly be before us as relevant to the case and remand at hand, and to be instructive as to how later appellate review bodies may review any decision issued by this Board. Moreover, they represent arguments made by the parties and not evidence related to specific criteria and we accept them in to this record.

The Board has reviewed the multiple objections submitted by Ms. Bragar on behalf of her clients and the responses files by the Applicant. We agree with the Applicant. All evidence or argument provided by Thornburgh is responsive to evidence, issues, or claims provided by opponents during the open record period or represents argument and not new evidence. For those reasons, the Board denies Ms. Bragar’s motions and objections.

## 3. Published Notice of Hearing

DCC 22.24.030 requires that notice of an initial land use hearing must be published in a newspaper of general circulation in the county at least 20 days *prior* to the hearing. The Board finds the 20<sup>th</sup> day cannot occur on the same day as the initial hearing. In this case, notice was published on

October 4, 2022, which was twenty days prior to (before) the date set for the hearing. The hearings officer's decision found that DCC 22.08.070 says that "the time within which an act is required to be done shall be computed by excluding the first day and including the last day" except when provided otherwise. We agree. We note, however, that the hearing before the Board was a *de novo* review so the error was resolved by having an additional hearing. No party has challenged notice issues regarding the Board process.

#### 4. Alleged *Ex Parte* Communication

Ms. Bragar claims that a letter from Mr. DeLashmutt is a "*ex parte*" letter that "taints the entire public process" because it was sent to the BOCC. Ms. Bragar fails to mention that the letter was sent to all three commissioners, County land use counsel, and the planning department and was specifically included in the record before the hearing. All parties were entitled to—and in fact did—respond to the letter. The letter was in direct response to a letter submitted by the Tribe and considered by the BOCC when addressing the scope of the record on remand. Both the Tribe's letter and the Applicant's letter were considered.

ORS 215.422(3) addresses similar situations. That statute provides:

No decision or action of a planning commission or county governing body shall be invalid due to *ex parte* contact or bias resulting from *ex parte* contact with a member of the decision-making body, if the member of the decision-making body receiving the contact

- (a) Places on the record the substance of any written or oral *ex parte* communications concerning the decision or action; and
- (b) Has a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication made at the first hearing following the communication where action will be considered or taken on the subject to which the communication related.

That is exactly what occurred in this situation. The Board finds there is no error.

#### 5. Alleged Bias Claims

Ms. Bragar and Central Oregon LandWatch argue that two commissioners are biased because they did not take the action they would prefer. The bias standard is exceedingly high. We find that no bias has been established here. See *Redside Restoration et al v. Deschutes County*, LUBA Nos. 2024-082/083/085, slip op 31; *Columbia Riverkeeper v. Clatsop County*, 267 Or App 578 (summarizing bias case law).

#### 6. Court of Appeals Dicta Regarding Re-Opening the Record

Much argument was made regarding the Court of Appeals' statement in dicta regarding potentially reopening the record. It is important to look at what the Court and LUBA actually said. The Court's statement in dicta was in response to the Court *rejecting* a substantial evidence challenge by the Tribe regarding indigenous knowledge. The Court then said that *if* LUBA remanded on the basis of

the Treaty, an opportunity may be permitted. However, even the Court recognized that LUBA's disposition would control. Then, in its February 26, 2025, Final Opinion and Order—which is noted as being appealable under ORS 197.850 and the same as any other Final Opinion and Order by LUBA—LUBA address the actual error, the Tribe's First Assignment of Error and not its indigenous knowledge challenged. LUBA then provided the scope, stating that the County was "obligated to make ***findings*** addressing [the Treaty]." Emphasis added. The Tribe did not appeal this final decision. Absent an order from LUBA on the matter, the County is not bound to reopen the record accept as determined by the hearings body—or in this case, the BOCC. DCC 22.34.040(a).

#### IV. Decision

The Application on remand is **APPROVED**. The 2008 FWMP is replaced in its entirety by the 2022 FWMP, as adjusted.

FMP Condition 41: Any amendment by the Applicant to this 2022 FWMP shall require a new modification application.

Dated this \_\_\_\_ day of July, 2025.

BOARD OF COUNTY COMMISSIONERS  
FOR DESCHUTES COUNTY

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Anthony DeBone, Chair

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Patti Adair, Vice Chair

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Phil Chang, Commissioner

**THIS DECISION BECOMES FINAL WHEN MAILED. PARTIES MAY APPEAL THIS DECISION TO THE LAND USE BOARD OF APPEALS WITHIN 21 DAYS OF THE DATE ON WHICH THIS DECISION IS FINAL.**



## BOARD OF COMMISSIONERS

# AGENDA REQUEST AND STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** License Agreement – Redmond School District (Tumalo Community School) for use of right-of-way on Wharton Avenue

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-530, a License Agreement with the Redmond School District for use of Wharton Avenue right-of-way to locate a storage shed and portable restroom.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Redmond School District (RSD) has requested permission, via a revokable License Agreement, to place a 10'x10' storage shed and portable restroom in the expanded Wharton Avenue right-of-way area located adjacent to the Deschutes River within Tumalo. The storage shed and restroom will support an outdoor classroom space (storage of tables, etc) associated with the nearby riparian environment. See Exhibit A for approximate location.

In addition to the permission to locate a storage shed and portable restroom, RSD seeks approval to access County-owned property (TL 161231A000099) and it's additional riparian area adjacent to the existing riparian area within the public right-of-way. Upon Board approval to proceed with a License Agreement, a Permit of Entry, which is an administrative function, will be issued to the Redmond School District to authorize entry to the County-owned property (TL 161231A000099).

Due to the adjacent river area, the Wharton Avenue right-of-way is substantially larger than the typical 60-foot road section and is capable of accommodating the RSD's proposal with minimal impact to road use and occasional parking. Both the License Agreement and Permit of Entry contain insurance and indemnification requirements which shield against liability associated with the RSD's proposed use.

**BUDGET IMPACTS:**

No fiscal impact.

**ATTENDANCE:**

Chris Doty, Road Department Director

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

## REVOCABLE LICENSE (TO USE RIGHT OF WAY)

DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Licensor") hereby grants to REDMOND SCHOOL DISTRICT ("Licensee"), a non-exclusive Revocable License (License) to use a portion of the public right of way of WHARTON AVE, as shown in Exhibit "A," attached hereto and by this reference incorporated herein and together referred to as the "Right of Way," for the purpose of installation, operation, maintenance, and repair of a storage shed (no larger than 10'x10') and a portable restroom, referred to herein as the "Structures".

### RECITALS

1. Pursuant to ORS 368.036, ORS 374.305, ORS 374.309, and ORS 374.315 and Deschutes County Code Title 12, Chapters 4, 12, 16, and 24, Licensor has authority to permit construction and uses within public right of ways under the jurisdiction and control of Licensor.
2. The Right of Way depicted in the attached Exhibit "A" is comprised of public right of ways under the jurisdiction and control of Licensor.
3. Structures shall be for the exclusive use of Licensee and described as in support of Tumalo Community School educational activities.

NOW THEREFORE, this nonexclusive, revocable license is granted upon the following terms and conditions:

1. Term. The term of this License shall commence upon signature of all parties and continue until terminated or abandoned as provided herein.
2. Possession. Licensee's right to utilize the Right of Way and obligations contained herein shall commence as of the date of this License. Pursuant to the terms and limitations of this license, Licensee shall have use of the Right of Way depicted in Exhibit "A" for the purposes set forth herein.
3. Condition of Right of Way. Licensor represents that it has full right, power, and authority to enter into this License for the term herein granted and that the licensed Right of Way may be used by the Licensee during the entire term for the purposes herein set forth. If it is determined that Licensor did not have the right, power or authority to enter into this License because of Licensor's failure to have properly acquired jurisdiction over, or the Right of Way is under lease or license to another and Licensee has not acquired the leasehold interest of such other person(s), firm, or corporation, this License shall automatically terminate. In the event of termination under the circumstances set forth in this paragraph, Licensee shall waive any and all claims or causes of action against Licensor.

4. Consideration. The Right of Way herein licensed is held by Licensor for the purpose of public interest. The consideration for said license is other than payment.
5. Additional License Fees. As additional license fees, Licensee shall pay the following amounts:
  - A. All amounts which Licensee is required to reimburse Licensor for expenses incurred by Licensor in discharging Licensee's obligations.
  - B. All other amounts, which the Licensee is required to pay by any other provisions of this License.
6. Permitted Use. The Licensee may utilize the licensed Right of Way depicted in Exhibit "A" attached hereto and by this reference incorporated herein, for the purpose of installation, operation, maintenance, and repair of the Structures in accordance with the laws of the State of Oregon, Deschutes County Code (DCC) and all applicable regulatory requirements. Structures shall be placed in the Right of Way and as far away from the edge of pavement as practical; no closer than 15 feet to the edge of pavement. Final placement shall be approved on-site by the Road Department Director or designee.
7. Conditions of Use. In connection with the use of the real property, Licensee shall:
  - A. Obtain plan approval from the Deschutes County Road Department. Plans shall be prepared in accordance with applicable sections of County Code.
  - B. Obtain all necessary legal and regulatory approvals or permits prior to any uses of the Right of Way.
  - C. Maintain the Right of Way to standards of repair, orderliness, neatness, sanitation and safety acceptable to Licensor.
  - D. Conform to all applicable laws and regulations of any public authority affecting the Right of Way and Structures and the use after the date of this License, and correct, at Licensee's own expense, any failure of compliance created through Licensee's fault or by reason of Licensee's use if such failure of compliance arises as a result of conditions occurring after the date of this License.
  - E. Refrain from any use which would be reasonably offensive to the Licensor, or owners or users of adjoining real property, or which would tend to create a nuisance or damage the Right of Way.
  - F. Refrain from making any unlawful or offensive use of said Right of Way or to suffer or permit any waste or strip thereof.
  - G. Exercise diligence in protecting from damage the Right of Way covered by and used in connection with this License.
8. Licensee's Obligations. The following shall be the responsibility of the Licensee:
  - A. Any repairs necessitated by the negligence of Licensee, its agents, employees and invitees to the licensed Right of Way.
  - B. Any repairs or alterations required under Licensee's obligation to comply with laws and regulations as set forth in "Conditions of Use" above.
  - C. Right of Way at end of License period shall be in as good condition as it was in at the beginning of the term, reasonable wear and tear excepted.
  - D. Pay Licensor for any damage resulting from Licensee's negligence or from the violation of the terms of this License.
  - E. Upon order by Licensor, remove or relocate any portion of Structures within Right of Way when Licensor deems it expedient.

9. Insurance

- A. It is expressly understood that Licensor shall not be responsible for carrying insurance on any property owned by Licensee.
- B. Licensee shall carry commercial general liability insurance, on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in general aggregate. Licensee shall provide Licensor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this License.

10. Inspection of Right of Way. Licensor shall have the right to inspect the Right of Way at any reasonable time without need for formal notice.

11. Liens.

- A. Except with respect to activities for which the Licensor is responsible, the Licensee shall pay as due all claims for work done on and for services rendered or material furnished to the licensed Right of Way and shall keep the Right of Way free from any liens. If Licensee fails to pay any such claims or to discharge any lien, Licensor may do so and collect the cost as additional license fees. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Licensor and shall be payable on demand. Such action by Licensor shall not constitute a waiver of any right or remedy, which Licensor may have on account of Licensee's default.
- B. Licensee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Licensor's Right of Way interests are not jeopardized. If a lien is filed as a result of nonpayment, Licensee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Licensor cash or a sufficient corporate surety bond or other surety satisfactory to Licensor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

12. Continuing Obligation. Said License shall be an ongoing, continuous and binding obligation and privilege for Licensee. The protections, rights and authority reserved to the Licensor herein shall inure to the benefit of any successor governmental authority.

13. Default. The following shall be events of default:

- A. Abandonment of the licensed Right of Way or the cessation of use of the Right of Way described in Exhibits "A".
- B. Upon sale or abandonment of the personal property owned and occupied by the Licensee,
- C. Failure of Licensee to pay any license fees or other charge within thirty (30) days after it is due and written notice is given by Licensor to Licensee.
- D. Failure of Licensee to comply with any term or condition or fulfill any obligation of the License within thirty (30) days after written notice by Licensor specifying the nature of the default with reasonable particularity. If the default is in such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Licensee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

14. Termination. Said License shall terminate:

- A. By mutual agreement of the parties;



- B. Upon 30 days' written notice by Licensor;
- C. Immediately upon written notice by Licensor identifying existing public health and safety issue(s) associated with the Underground Facilities;
- D. Upon Licensee's written notice to Licensor to include mutually agreed upon schedule for removal and/or secure capping of Underground Facilities;
- E. Upon default which is not cured in accordance with the paragraph above entitled "Default";
- F. Automatically upon vacation of the Right of Way.

15. Remedies on Default.

- A. In the event of a default, the License may be terminated at the option of the Licensor by notice in writing to Licensee. Except in the instance of an existing public health and safety issue(s) associated with the Underground Facilities, the notice may be given at any time after the thirty (30) days grace period for default given under the paragraph entitled "Default." If the Right of Way is abandoned by Licensee in connection with a default, termination shall be automatic and without notice.
- B. In any of the above set out cases or events, the Licensor, or those having the Licensor's estate in the Right of Way, lawfully at its option may enter into and upon said Right of Way and every part thereof, and repossess the same of Licensor's former estate, and expel said Licensee and those claiming by and through or under Licensee, and remove Licensee's effects at Licensee's expense, forcibly if necessary, and store the same, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of license fees or preceding breach of covenant.
- C. The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to Licensor under applicable law and/or regulatory provisions.

16. Facilities, Structures, and Equipment.

- A. All equipment or other personal property associated with the Structure during the term by Licensee shall remain the property of Licensee except as otherwise provided herein.
- B. Upon abandonment, termination, revocation, or cancellation of this License, the Licensee shall remove, within a reasonable time, all equipment and other personal property associated with the Underground Facilities except those owned by Licensor. If Licensee fails to remove all or part of such personal property and equipment within thirty (30) days, and such additional time as is reasonable and necessary to effect such removal as may be agreed upon by the parties, then upon election of Licensor they shall become the property of Licensor.

17. Notices. Any notice by Licensee to Licensor or Licensor to Licensee must be served by certified or registered mail, postage prepaid, addressed to the other at the address given below or at such other address as either may designate by written notice.

Licensor:  
**Deschutes County Road Department**  
**61150 SE 27<sup>th</sup> Street**  
**Bend, OR 97702**

Licensee:  
**Redmond School District**  
**145 SE Salmon Drive**  
**Redmond OR 97756**

18. Nonwaiver. Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

19. Partnership. Licensors are not by virtue of this License a partner or joint venturer with Licensee in connection with activities carried on under this License, and shall have no obligation with respect to Licensee's debts or any other liabilities of each and every nature.
20. Land Use Permit. This License does not constitute a land use permit, nor does acceptance of this License by Licensors constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.
21. Licensors' Right to Cure Defaults. If the Licensee fails to perform any obligations under this License, the Licensors shall have the option to do so after thirty (30) days' written notice to the Licensee. All of the Licensors' expenditures to correct the default shall be reimbursed by the Licensee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditures by the Licensors.
22. Licensee Not An Agent of Licensors. It is agreed by and between the parties that Licensee is not carrying out a function on behalf of the Licensors, and Licensors do not have the right of direction or control of the manner in which Licensee transports or disposes of materials so long as Licensee meets criteria set forth herein.
23. Litigation Fees and Expenses. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this License, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Indemnification. Licensee shall defend, save, hold harmless, and indemnify Licensors, its agencies, officers, directors, agents, and employees 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 acts or omissions of Licensee or its employees, contractors, officers, or agents under this License, including but not limited to injuries or damages to intended/known third-parties, and injuries or damages to unintended/unknown third-parties.
25. Time is of the Essence. Time is of the essence in each and every provision of this License.
26. Severability. The parties agree that if any term or provision of this License is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain the particular term or provision held to be invalid.
27. Authority. The signatories to this License covenant that they have the legal authority to bind their respective principals to the terms, provisions and obligations contained within this License.
28. Merger.

THIS LICENSE CONSTITUTES THE ENTIRE LICENSE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. LICENSORS, BY THE SIGNATURE

BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LICENSOR HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**(SIGNATURE PAGES TO FOLLOW)**

**LICENSEE:**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Charan Cline**  
**Redmond School District District**

STATE OF OREGON            )  
                                          ) ss.  
County of Deschutes        )

Before me, a Notary Public, personally appeared Charan Cline, and acknowledged the foregoing instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

**LICENSOR:**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON**\_\_\_\_\_  
ANTHONY DEBONE, CHAIR\_\_\_\_\_  
PATTI ADAIR, VICE CHAIR\_\_\_\_\_  
PHIL CHANG, COMMISSIONERSTATE OF OREGON            )  
                                          ) ss.  
County of Deschutes        )

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, and Phil Chang, and acknowledged the foregoing instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public for Oregon

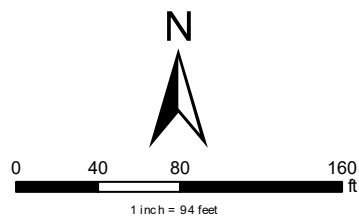
My Commission Expires: \_\_\_\_\_

# Tumalo Community School

10 x 10 Shed and Porta-Unit



Date: 4/4/2025





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Solid Waste Disposal Fee Waivers for Fiscal Year 2026

**RECOMMENDED MOTION:**

Move approval of Resolution No. 2025-026 approving solid waste disposal fee waivers for Fiscal Year 2026.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Board of Commissioners has established a policy whereby non-profit organizations which reuse or resell used goods, such as thrift stores, are allowed solid waste disposal fee waivers. Qualified organizations benefit the solid waste system by diverting waste from disposal at Knott Landfill. The policy establishes a maximum amount of \$5,000 for participating organizations, with an overall funding of \$45,000 for the program. For FY26, ten non-profit organizations applied for the program and the department is proposing a total of \$43,000 in fee waivers, with seven of the organizations receiving the maximum \$5,000 amount (see attached table for historical use and distribution summary).

In addition to the thrift store fee waivers, the Board has given the Director of Solid Waste authority to grant fee waivers on a case-by-case basis. Typically, these waivers are granted to groups doing clean-up projects on public lands or similar efforts. The Solid Waste Department also works with the Community Development Department to provide fee waivers to assist in solid waste code enforcement efforts. Additionally, this past spring the department provided the County Forester with fee waivers for the disposal of materials collected through Fire-Wise Community fuel reduction activities. Through June of FY25, \$5,764, \$304, and \$9,517.45 in fee waivers were granted for these programs respectively (see attached table).

**BUDGET IMPACTS:**

The fee waivers do not result in any expenditures by the department and are considered lost revenue.

**ATTENDANCE:**

Tim Brownell, Director of Solid Waste

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Amending Resolution 2024-036  
To Establish Solid Waste Disposal Fee  
Waiver Amounts for the 2025-2026 Fiscal  
Year

\*  
\*  
\*

RESOLUTION NO.  
2025-026

WHEREAS, the Board of County Commissioners has determined that the public interest is served by waiving solid waste disposal fees, to a limited dollar amount, for certain organizations within Deschutes County, and

WHEREAS, the Board has established a policy, through Resolution 2024-036, for the waiver of such fees, and

WHEREAS, the Board has determined that Resolution 2024-036 will continue in full force and effect with the following exceptions, now, therefore,

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

Section 1. The maximum aggregate amount of fee waivers authorized each year shall be forty-five thousand dollars (\$45,000). The maximum individual amount of fee waiver authorized each year shall be five thousand dollars (\$5,000).

Section 1. Exhibit “A”, attached hereto and made a part hereof, constitutes a list of organizations to receive solid waste disposal fee waivers, and the maximum dollar amount of such fee waivers to be credited to their account by the Solid Waste Department for Fiscal Year 2025-2026.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

ATTEST:

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

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

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



Exhibit A

## FY 2025-26 Disposal Fee Credits

Total Amount Allocated - \$43,000.00

| <u>ORGANIZATION</u>                      | <u>FY 23-24 CREDIT</u> |
|------------------------------------------|------------------------|
| 2050 Habitat for Humanity – Bend/Redmond | \$5,000.00             |
| 1117 Habitat for Humanity – Sisters      | \$3,000.00             |
| 1140 Humane Society of Central Oregon    | \$5,000.00             |
| 1840 Brightside Animal Center            | \$5,000.00             |
| 1208 Opportunity Foundation              | \$5,000.00             |
| 1266 Second Tern Thrift Shop             | \$1,000.00             |
| 1833 St Vincent DePaul – La Pine         | \$4,000.00             |
| 1831 St Vincent DePaul – Redmond         | \$5,000.00             |
| 1874 Teen Challenge Thrift Store         | \$5,000.00             |
| 2103 Furnish Hope                        | \$5,000.00             |



**SOLID  
WASTE**

## Board Authorized Fee Waivers Non-Profit Thrift Stores

07/23/2025 Item #24.

### Deschutes County Department of Solid Waste

| ACCT #       | NON-PROFIT ENTITY                        | CREDIT<br>FY 17-18 | CREDIT<br>FY 18-19 | CREDIT<br>FY 19-20 | CREDIT<br>FY 20-21 | CREDIT<br>FY 21-22 | CREDIT<br>FY 22-23 | CREDIT<br>FY 23-24 | CREDIT<br>FY 24-25 | USED THRU<br>5/31/2025 | UNUSED<br>CREDIT | REQUEST<br>FY 25-26 | RECOMM<br>FY 25-26 |
|--------------|------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------------|------------------|---------------------|--------------------|
| 1856         | City Care/City Thrift                    | 2,000.00           | 2,000.00           | 2,000.00           | 3,000.00           | 4,000.00           | 4,000.00           | 2,000.00           | 2,000.00           | 2,000.00               | 0.00             | 0.00                | 0.00               |
| 2050         | Bend-Redmond Habitat for Humanity*       | 7,000.00           | 7,500.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00               | 0.00             | 16,750.00           | 5,000.00           |
| 1117         | Sisters Habitat for Humanity             | 2,500.00           | 2,500.00           | 3,000.00           | 3,000.00           | 2,500.00           | 2,500.00           | 2,500.00           | 2,500.00           | 1,081.00               | 1,419.00         | 3,000.00            | 3,000.00           |
| 1140         | Humane Society of Central Oregon         | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00               | 0.00             | 5,000.00            | 5,000.00           |
| 1840         | Brightside Animal Center                 | 5,000.00           | 5,000.00           | 3,500.00           | 4,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 2,856.00               | 2,144.00         | 5,000.00            | 5,000.00           |
| 1208         | Opportunity Foundation of Central Oregon | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 2,376.00               | 2,624.00         | 18,365.00           | 5,000.00           |
| 1266         | Second Tern Thrift Shop                  | 500.00             | 500.00             | 500.00             | 500.00             | 500.00             | 500.00             | 500.00             | 500.00             | 399.00                 | 101.00           | 2,500.00            | 1,000.00           |
| 1833         | St Vincent DePaul LaPine                 | 2,000.00           | 2,500.00           | 3,000.00           | 3,000.00           | 3,500.00           | 3,500.00           | 3,000.00           | 3,000.00           | 1,776.00               | 1,224.00         | 4,000.00            | 4,000.00           |
| 1831         | St Vincent DePaul Redmond                | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 5,000.00               | 0.00             | 10,000.00           | 5,000.00           |
| 1874         | Teen Challenge Thrift Store              | 3,000.00           | 3,500.00           | 3,500.00           | 3,700.00           | 4,000.00           | 5,000.00           | 5,000.00           | 5,000.00           | 4,928.00               | 72.00            | 5,000.00            | 5,000.00           |
| 2103         | Furnish Hope                             |                    |                    |                    |                    | 1,600.00           | 1,600.00           | 2,000.00           | 3,000.00           | 2,864.00               | 136.00           | 5,000.00            | 5,000.00           |
| <b>TOTAL</b> |                                          | <b>37,000.00</b>   | <b>38,500.00</b>   | <b>35,500.00</b>   | <b>37,200.00</b>   | <b>41,100.00</b>   | <b>42,100.00</b>   | <b>40,000.00</b>   | <b>41,000.00</b>   | <b>33,280.00</b>       | <b>7,720.00</b>  | <b>74,615.00</b>    | <b>43,000.00</b>   |

\*FY 19-20: Bend & Redmond Habitat for Humanity combined into one entity

FY 21-22: Opportunity Foundation closed the Bend location in FY 20-21, the FY 21-22 request is for the Redmond location

New non-profit entity request for Furnish Hope who gathers, warehouses, redistributes and delivers donated home essentials to families referred to them



Director Authorized Fee Waivers

07/23/2025 Item #24.

Deschutes County Department of Solid Waste

6/1/24 - 5/31/25 (as of 6/10/25)

| Total \$                                           |                                                           |             |           |           |           |           |             |          |          |      |      |          |             | Total       |             |
|----------------------------------------------------|-----------------------------------------------------------|-------------|-----------|-----------|-----------|-----------|-------------|----------|----------|------|------|----------|-------------|-------------|-------------|
| Cust ID                                            | CustomerName                                              | 2024 JUN    | JUL       | AUG       | SEP       | OCT       | NOV         | DEC      | 2025 JAN | FEB  | MAR  | APR      | MAY         |             |             |
| SPECIAL REQUEST WAIVERS:                           |                                                           |             |           |           |           |           |             |          |          |      |      |          |             |             |             |
| 1868                                               | CENTRAL OREGON VETERANS OUTREACH                          | \$ 217.00   | \$ 424.00 | \$ 680.00 | \$ 360.00 | \$ 328.00 | \$ 208.00   | \$ -     | \$ -     | \$ - | \$ - | \$ -     | \$ -        | \$ -        | \$ 2,217.00 |
| 8281                                               | LUTHERAN CHURCH/THRIFT SALE                               |             | \$ 120.00 |           |           |           |             |          |          |      |      |          |             |             | \$ 120.00   |
| Total                                              |                                                           | \$ 217.00   | \$ 544.00 | \$ 680.00 | \$ 360.00 | \$ 328.00 | \$ 208.00   | \$ -     | \$ -     | \$ - | \$ - | \$ -     | \$ -        | \$ -        | \$ 2,337.00 |
| HOMELESS CAMPS/PUBLIC LANDS CLEAN UP:              |                                                           |             |           |           |           |           |             |          |          |      |      |          |             |             |             |
| 8256                                               | DISCOVER YOUR FORESTS/CHINA HAT USFS CLEAN UP             |             |           |           |           |           |             |          |          |      |      |          |             | \$ 1,160.00 | \$ 1,160.00 |
| 8258                                               | PATRICIA SMITH/USFS HOMELESS CAMP CLEAN UP                |             |           |           |           |           |             |          |          |      |      | \$ 27.00 | \$ 98.00    |             | \$ 125.00   |
| 8273                                               | MENDOZA GROUP/LA PINE STATE PARK HOMELESS CLEAN UP        | \$ 92.00    |           |           |           |           |             |          |          |      |      |          |             |             | \$ 92.00    |
| 8280                                               | RYAN THOMAS/FOREST SERVICE CLEAN UP                       | \$ 21.00    |           |           |           |           |             |          |          |      |      |          |             |             | \$ 21.00    |
| 8282                                               | NEWBERRY REGIONAL PARTNERSHIP/HOMELESS CAMP CLEAN UP      |             |           |           |           | \$ 568.00 | \$ 1,161.00 | \$ 60.00 |          |      |      |          |             |             | \$ 1,789.00 |
| 8283                                               | SISTERS COMMUNITY LEADERSHIP INITIATIVE/HOMELESS CLEAN UP |             |           |           |           | \$ 240.00 |             |          |          |      |      |          |             |             | \$ 240.00   |
| Total                                              |                                                           | \$ 113.00   | \$ -      | \$ -      | \$ -      | \$ 808.00 | \$ 1,161.00 | \$ 60.00 | \$ -     | \$ - | \$ - | \$ 27.00 | \$ 1,258.00 |             | \$ 3,427.00 |
| CODE ENFORCEMENT PROPERTY CLEAN UP:                |                                                           |             |           |           |           |           |             |          |          |      |      |          |             |             |             |
| 8268                                               | KAREN MCMAHAN                                             | \$ 42.00    | \$ 64.00  | \$ 64.00  | \$ 64.00  | \$ 16.00  |             |          |          |      |      |          |             |             | \$ 250.00   |
| 8288                                               | TERESA HOLBROOK                                           |             |           |           |           |           |             |          |          |      |      |          | \$ 54.00    |             | \$ 54.00    |
| Total                                              |                                                           | \$ 42.00    | \$ 64.00  | \$ 64.00  | \$ 64.00  | \$ 16.00  | \$ -        | \$ -     | \$ -     | \$ - | \$ - | \$ -     | \$ 54.00    |             | \$ 304.00   |
| FIREWISE COMMUNITY CLEAN UP (50% DISPOSAL CREDIT): |                                                           |             |           |           |           |           |             |          |          |      |      |          |             |             |             |
| 9010                                               | BEND GARBAGE & RECYCLING                                  | \$ 116.20   |           |           |           |           |             |          |          |      |      |          | \$ 846.40   |             | \$ 962.60   |
| 9020                                               | CASCADE DISPOSAL                                          | \$ 1,100.05 |           |           |           |           |             |          |          |      |      |          | \$ 1,301.20 |             | \$ 2,401.25 |
| 9030                                               | HIGH COUNTRY DISPOSAL                                     | \$ 569.10   |           |           |           |           |             |          |          |      |      |          | \$ 3,768.80 |             | \$ 4,337.90 |
| 9040                                               | WILDERNESS GARBAGE & RECYCLING                            | \$ 167.30   |           |           |           |           |             |          |          |      |      |          | \$ 1,648.40 |             | \$ 1,815.70 |
| Total                                              |                                                           | \$ 1,952.65 | \$ -      | \$ -      | \$ -      | \$ -      | \$ -        | \$ -     | \$ -     | \$ - | \$ - | \$ -     | \$ 7,564.80 |             | \$ 9,517.45 |



Director Authorized Fee Waivers

07/23/2025 Item #24.

Deschutes County Department of Solid Waste

6/1/24 - 5/31/25 (as of 6/10/25)

| Total \$                                           |                                                           | 2024 |          |           |           |           |             |             | 2025     |      |      |          |             | Total       |             |
|----------------------------------------------------|-----------------------------------------------------------|------|----------|-----------|-----------|-----------|-------------|-------------|----------|------|------|----------|-------------|-------------|-------------|
| Cust ID                                            | CustomerName                                              | JUN  | JUL      | AUG       | SEP       | OCT       | NOV         | DEC         | JAN      | FEB  | MAR  | APR      | MAY         |             |             |
| SPECIAL REQUEST WAIVERS:                           |                                                           |      |          |           |           |           |             |             |          |      |      |          |             |             |             |
| 1868                                               | CENTRAL OREGON VETERANS OUTREACH                          | \$   | 217.00   | \$ 424.00 | \$ 680.00 | \$ 360.00 | \$ 328.00   | \$ 208.00   | \$ -     | \$ - | \$ - | \$ -     | \$ -        | \$ 2,217.00 |             |
| 8281                                               | LUTHERAN CHURCH/THRIFT SALE                               |      |          | \$ 120.00 |           |           |             |             |          |      |      |          |             | \$ 120.00   |             |
| Total                                              |                                                           | \$   | 217.00   | \$ 544.00 | \$ 680.00 | \$ 360.00 | \$ 328.00   | \$ 208.00   | \$ -     | \$ - | \$ - | \$ -     | \$ -        | \$ 2,337.00 |             |
| HOMELESS CAMPS/PUBLIC LANDS CLEAN UP:              |                                                           |      |          |           |           |           |             |             |          |      |      |          |             |             |             |
| 8256                                               | DISCOVER YOUR FORESTS/CHINA HAT USFS CLEAN UP             |      |          |           |           |           |             |             |          |      |      |          | \$ 1,160.00 | \$ 1,160.00 |             |
| 8258                                               | PATRICIA SMITH/USFS HOMELESS CAMP CLEAN UP                |      |          |           |           |           |             |             |          |      |      | \$ 27.00 | \$ 98.00    | \$ 125.00   |             |
| 8273                                               | MENDOZA GROUP/LA PINE STATE PARK HOMELESS CLEAN UP        | \$   | 92.00    |           |           |           |             |             |          |      |      |          |             | \$ 92.00    |             |
| 8280                                               | RYAN THOMAS/FOREST SERVICE CLEAN UP                       | \$   | 21.00    |           |           |           |             |             |          |      |      |          |             | \$ 21.00    |             |
| 8282                                               | NEWBERRY REGIONAL PARTNERSHIP/HOMELESS CAMP CLEAN UP      |      |          |           |           | \$ 568.00 | \$ 1,161.00 | \$ 60.00    |          |      |      |          |             | \$ 1,789.00 |             |
| 8283                                               | SISTERS COMMUNITY LEADERSHIP INITIATIVE/HOMELESS CLEAN UP |      |          |           |           | \$ 240.00 |             |             |          |      |      |          |             | \$ 240.00   |             |
| Total                                              |                                                           | \$   | 113.00   | \$ -      | \$ -      | \$ -      | \$ 808.00   | \$ 1,161.00 | \$ 60.00 | \$ - | \$ - | \$ -     | \$ 27.00    | \$ 1,258.00 | \$ 3,427.00 |
| CODE ENFORCEMENT PROPERTY CLEAN UP:                |                                                           |      |          |           |           |           |             |             |          |      |      |          |             |             |             |
| 8268                                               | KAREN MCMAHAN                                             | \$   | 42.00    | \$ 64.00  | \$ 64.00  | \$ 64.00  | \$ 16.00    |             |          |      |      |          |             | \$ 250.00   |             |
| 8288                                               | TERESA HOLBROOK                                           |      |          |           |           |           |             |             |          |      |      |          | \$ 54.00    | \$ 54.00    |             |
| Total                                              |                                                           | \$   | 42.00    | \$ 64.00  | \$ 64.00  | \$ 64.00  | \$ 16.00    | \$ -        | \$ -     | \$ - | \$ - | \$ -     | \$ 54.00    | \$ 304.00   |             |
| FIREWISE COMMUNITY CLEAN UP (50% DISPOSAL CREDIT): |                                                           |      |          |           |           |           |             |             |          |      |      |          |             |             |             |
| 9010                                               | BEND GARBAGE & RECYCLING                                  | \$   | 116.20   |           |           |           |             |             |          |      |      |          | \$ 846.40   | \$ 962.60   |             |
| 9020                                               | CASCADE DISPOSAL                                          | \$   | 1,100.05 |           |           |           |             |             |          |      |      |          | \$ 1,301.20 | \$ 2,401.25 |             |
| 9030                                               | HIGH COUNTRY DISPOSAL                                     | \$   | 569.10   |           |           |           |             |             |          |      |      |          | \$ 3,768.80 | \$ 4,337.90 |             |
| 9040                                               | WILDERNESS GARBAGE & RECYCLING                            | \$   | 167.30   |           |           |           |             |             |          |      |      |          | \$ 1,648.40 | \$ 1,815.70 |             |
| Total                                              |                                                           | \$   | 1,952.65 | \$ -      | \$ -      | \$ -      | \$ -        | \$ -        | \$ -     | \$ - | \$ - | \$ -     | \$ 7,564.80 | \$ 9,517.45 |             |



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Consideration of Resolution 2025-031 adding 1.00 limited duration FTE within the Information Technology department

**RECOMMENDED MOTION:**

Move approval of Resolution 2025-031 adding 1.00 limited duration Application Systems Analyst III FTE within the fiscal year 2026 Deschutes County Budget.

**BACKGROUND AND POLICY IMPLICATIONS:**

The County's current software portfolio includes several custom-developed applications which are built on outdated platforms and pose security threats to our infrastructure. These antiquated systems increase our vulnerability risks and can adversely impact the integrity of our operations. Last year, IT initiated a pilot program with Oregon State University's Center for Applied Systems & Software (CASS) to tackle these challenges. OSU-CASS did an excellent job capturing and documenting our requirements. Despite using reduced-cost student labor, the development costs remained significant, underscoring the magnitude of the task ahead.

To expedite resolving these issues, IT is proposing to add a limited duration developer for a two-year period to help modernize and secure our systems and facilitate more accessible maintenance and enhancements post-modernization. In alignment with our strategic plan, we aim to transition towards off-the-shelf software solutions whenever feasible, forecasting less custom development in the future. Moving away from custom solutions will enable smoother software operations by enhancing the reliability of our systems and minimizing future operational risks tied to outdated platforms.

This request is to approve a position for two years with an estimated start date for the position as August 1, 2025. We plan to reassess the situation at the end of this term to evaluate ongoing needs.

**BUDGET IMPACTS:**

The work currently being performed is included in the FY 2026 budget as contracted services with OSU-CASS. Adding a limited duration position will move budgeted expenses from Materials & Services to Personnel all adopted as Program Expense and does not

increase the total appropriations.

The annual cost of a 1.00 limited duration Application Systems Analyst III FTE with a start date of August 1, 2025 are as follows:

- \$156,326 for FY 2026
- \$180,869 for FY 2027
- \$16,235 for FY 2028

**ATTENDANCE:**

Tania Mahood, Information Technology Director  
Cam Sparks, Budget & Financial Planning Manager

REVIEWED

\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing  
FTE Within the Fiscal Year 2026  
Deschutes County Budget

\*  
\*  
\*

RESOLUTION NO. 2025-031

WHEREAS, the Deschutes County Information Technology department presented to the Board of County Commissioners on July 23, 2025, with regards to adding a 1.00 limited duration Application Systems Analyst III FTE, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

Section 1. That the following FTE be added to the FY 2026 Deschutes County Budget

| <b>Job Class</b>                       | <b>Type</b>      | <b>Duration</b>         | <b>FTE</b>  |
|----------------------------------------|------------------|-------------------------|-------------|
| Application Systems Analyst III (1248) | Limited Duration | 8/1/2025 –<br>7/30/2027 | 1.00        |
| <b>Total FTE</b>                       |                  |                         | <b>1.00</b> |

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this \_\_\_\_\_ day of July 2025.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

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ANTHONY DEBONE, Chair

ATTEST:

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PATTI ADAIR, Vice-Chair

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Recording Secretary

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PHIL CHANG, Commissioner



Deschutes County  
Appropriation of New Grant

07/23/2025 Item #25.

**REVENUE**

|              | Line Number  |           |     |        |  |             |                         |           |                |
|--------------|--------------|-----------|-----|--------|--|-------------|-------------------------|-----------|----------------|
| Item         | Project Code | Segment 2 | Org | Object |  | Description | Current Budgeted Amount | To (From) | Revised Budget |
|              |              |           |     |        |  |             | -                       | -         | -              |
|              |              |           |     |        |  |             | -                       | -         | -              |
|              |              |           |     |        |  |             | -                       | -         | -              |
| <b>TOTAL</b> |              |           |     |        |  |             | -                       | -         | -              |

**APPROPRIATION**

|              | Line Number  |           |         |        | Category                          | Description                                                    |                         |           |                  |
|--------------|--------------|-----------|---------|--------|-----------------------------------|----------------------------------------------------------------|-------------------------|-----------|------------------|
| Item         | Project Code | Segment 2 | Org     | Object | (Pers, M&S, Cap Out, Contingency) | (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware) | Current Budgeted Amount | To (From) | Revised Budget   |
| 1            |              |           | 6600950 | 410101 | Personnel                         | Regular Employees                                              | 2,392,853               | 156,326   | 2,549,179        |
| 2            |              |           | 6600950 | 430362 | M&S                               | Professional                                                   | 200,000                 | (156,326) | 43,674           |
|              |              |           |         |        |                                   |                                                                | -                       | -         | -                |
| <b>TOTAL</b> |              |           |         |        |                                   |                                                                | <b>2,592,853</b>        | <b>-</b>  | <b>2,592,853</b> |

Deschutes County  
Appropriation of New Grant

07/23/2025 Item #25.

Adding a 2-year Application Systems Analyst III to expedite planned improvements on outdated platforms.

Fund:  
Dept:  
Requested by:  
Date:

660  
Information Technology  
Tania Mahood  
7/23/2025



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Central Oregon Health Council's Community Health Project grant application

**RECOMMENDED MOTION:**

Move to authorize Health Services to apply for the Central Oregon Health Council's Community Health Projects grant.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Central Oregon Health Council's (COHC) Community Advisory Council (CAC) is accepting applications for its Spring 2025 Community Health Projects grants. Projects must be community-level interventions focused on improving community health and well-being and reducing health disparities, with particular consideration given to projects that serve rural communities, prioritize people from marginalized communities, and support those experiencing health disparities. The application period is open June 1 through August 1, 2025. Minimum funding is \$100,000 per year for up to five years. Notifications will be made by October 31, 2025.

Deschutes County Health Services (DCHS) seeks approval to apply for COHC's Community Health Projects grant to ensure shelter beds are available for clients aged 18-29 who are enrolled in Intensive Youth Services. Integrating shelter care with the professional mental health services provided through Deschutes County Behavioral Health can have the following benefits:

1. **Reduced Health Disparities:** Shelter care facilities directly contribute to reducing health disparities by offering equitable access to essential mental health services, particularly for underserved populations, aligning with the Regional Health Improvement Plan's (RHIP) focus on closing gaps in healthcare access.
2. **Stability and Safety:** Shelter care provides a consistent and safe environment, which is crucial for individuals with mental health issues. Stability reduces stress and anxiety, factors that can exacerbate mental health conditions.
3. **Enhanced Integrated Care:** A formal agreement between DCHS and The Bethlehem Inn will be established to coordinate mental health services through holistic and streamline care pathways and improve service delivery.

- 4. Improved Health Outcomes:** By providing a structured environment for individuals to receive continuous and comprehensive mental health treatment, shelter care aligns with the RHIP goal to improve long-term health outcomes and quality of life for residents with mental health conditions.
- 5. Reducing Societal and Economic Burdens:** Facilitating recovery and stabilization through shelter care contributes to community-wide benefits, such as reduced strain on emergency services and local jails, further supporting the RHIP's aim of sustainable healthcare strategies.

If awarded, DCHS intends to contract with the Bethlehem Inn to hold three beds per night for a maximum of \$86,957 per year. \$13,043 per year will be available to cover indirect costs.

**BUDGET IMPACTS:**

If awarded, \$100,000 revenue per year for five years of which \$13,043 annually would be available to cover indirect costs.

**ATTENDANCE:**

Shannon Brister, Interim Deputy Director



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Notice of Intent to Award a contract for the Behavioral Health Deflection Program

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-606, a Notice of Intent to Award a contract for the Behavioral Health Deflection Program

**BACKGROUND AND POLICY IMPLICATIONS:**

Pursuant to House Bill 4002 (2024), the Oregon Behavioral Health Deflection Program supports Oregon's federally recognized tribal governments and counties in the development and operation of "deflection programs," defined as a collaborative program between law enforcement agencies and behavioral health entities that assist individuals who may have substance use disorder, another behavioral health disorder or co-occurring disorders, to create community-based pathways to treatment, recovery support services, housing, case management or other services.

The purposes of Corrections Justice Commission's Behavioral Health Deflection Program include:

- Addressing the need for more deflection programs to assist individuals whose behavioral health conditions, including substance use disorder, lead to interactions with law enforcement, incarceration, conviction and other engagement with the criminal justice system; and
- Tracking and reporting data concerning deflection program outcomes to determine the best practices for deflection programs in Oregon.

The objectives of the program include:

- Reduce incarceration rates.
- Divert eligible individuals from arrest or jail to treatment programs.
- Provide immediate support.
- Offer timely access to treatment, detoxification, and other support services.
- Improve public safety.
- Address substance use disorder to reduce crime rates.
- Enhance community health.

- Improve overall health outcomes for individuals with substance use disorder.

The Department issued a request for proposals (RFP) for the project on May 7, 2025 and then reissued a request for proposals on June 13, 2025 due to insufficient response. Two proposals were received in response to the RFP on or prior to the RFP closing date of June 20, 2025, from the following firms:

Ideal Option/BestCare Treatment Services, Inc.  
Central Oregon Peer Services (COPS)

The Department scored the proposals using a qualifications-based selection process (see attached for the scoring summary). Based on this process, staff recommends that Ideal Option and BestCare Treatment Services, Inc. working as a partnership ("Consultant") be selected as the top-ranking proposer.

The Notice of Intent to Award Contract will assert the County's intent to award a contract to the Consultant and will begin a one-week protest period for interested parties to submit written protest of contract award. If no protests are received during that period, the contract will be awarded administratively.

**BUDGET IMPACTS:**

Pending the grant award, the County will complete negotiations with Ideal Option and BestCare Treatment Services, Inc. and enter into a services contract.

**ATTENDANCE:**

Captain Michael Shults, Deschutes County Sheriff's Office  
Deputy Neil Marchington, Deschutes County Sheriff's Office  
Heather Herauf, Procurement Manager, Finance Department

## Scoring Summary

|                                                                     |                          |                                          |             |           |
|---------------------------------------------------------------------|--------------------------|------------------------------------------|-------------|-----------|
| Name of Project:                                                    |                          | Behavioral Health Deflection Program RFP |             |           |
| Date:                                                               |                          | June 27, 2025                            |             |           |
|                                                                     |                          |                                          |             |           |
|                                                                     |                          |                                          |             |           |
| Scoring Team                                                        |                          |                                          |             |           |
|                                                                     |                          | Evaluator 1                              | Evaluator 2 | Total pts |
|                                                                     | Ideal Option/BestCare    | 59                                       | 62          | 121       |
|                                                                     | Central Oregon Peer Svs. | 57                                       | 54          | 111       |
|                                                                     |                          |                                          |             |           |
|                                                                     |                          |                                          |             |           |
|                                                                     |                          |                                          |             |           |
| Ascending Ranking (lowest total is 1, best score is highest number) |                          |                                          |             |           |
|                                                                     |                          | Evaluator 1                              | Evaluator 2 | Total pts |
|                                                                     | Ideal Option/BestCare    | 2                                        | 2           | 4         |
|                                                                     | Central Oregon Peer Svs. | 1                                        | 1           | 2         |



## BOARD OF COMMISSIONERS

July 23, 2025

**Sent via email & Posted at Deschutes County Website**

RE: Project – RFP for Behavioral Health Deflection Program

**NOTICE OF INTENT TO AWARD CONTRACT**

On July 23, 2025, the Board of County Commissioners, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful proposer for the project was a partnership between Ideal Option and BestCare Treatment Services Inc. of Bend, Oregon. This project will be grant funded and the expected award is four hundred thousand dollars (\$400,000), the Contract shall not exceed the awarded amount.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) [specify 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, July 30, 2025.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR), OAR 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; fax (541) 383-0496; or email to [david.doyle@deschutes.org](mailto:david.doyle@deschutes.org).



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Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
DESCHUTES COUNTY, OREGON

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Anthony DeBone, Chair

cc: Captain Michael Shults, Deschutes County  
Haleyann Hess, Ideal Option  
Michael Nabielec, Ideal Option  
Rick Treleaven, BestCare Treatment Services, Inc.  
Josh Brown, Central Oregon Peer Services (COPS)



## BOARD OF COMMISSIONERS

July 23, 2025

**Sent via email & Posted at Deschutes County Website**

RE: Participating Addendum for Purchasing Card Program

**NOTICE OF INTENT TO AWARD CONTRACT**

On July 23, 2025, the Board of County Commissioners, Oregon considered a recommendation for the above-mentioned project. The Board of County Commissioners is awarding a Contract to US Bank via City of Portland Purchasing Card Consortium Cooperative Agreement Participating Addendum.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279A.215. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, July 30, 2025.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR), OAR 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; fax (541) 383-0496; or email to [david.doyle@deschutes.org](mailto:david.doyle@deschutes.org).

Page 2

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
DESCHUTES COUNTY, OREGON

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[Authorized signature]

cc: Lesile Massy, Vice President, US Bank



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Notice of Intent to Award a Contract for the County's Purchasing Card Program via Participating Addendum

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-780, a Notice of Intent to Award a contract for the County's purchasing card program via participating addendum.

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County utilizes a procurement card program as one of the County's payment mechanisms. The program is governed by the procurement laws for the State of Oregon, Deschutes County Code, and Deschutes County Administrative Policy No. F-3. Deschutes County Administrative Policy No. F-3 is currently under revision to bring card usage in line with generally accepted practice.

The Finance Department supports embarking on a new program to offer a better end user experience for both card holders and purchase card administrative staff. In addition to a traditional purchase card program which functions similarly to a credit card program we are exploring moving some vetted payments to virtual cards which will increase our rebate.

The County's Procurement Manager has evaluated the existing Purchasing Card Program for the County in FY25. A request for information process included five vendors that were asked questions on basis points for rebate program, customer service support, and user platform capabilities. The following firms were contacted:

- Bank of America
- First Interstate Bank
- JP Morgan Chase
- Well's Fargo
- US Bank

It was the Department's initial plan to conduct a formal Request for Proposals process. However, in evaluating the information returned from the vendors, staff found the City of Portland's Purchasing Card Consortium Cooperative Agreement satisfactory, and the County has the option of initiating a Participating Addendum to utilize this same agreement.

The Finance Department recommends that the County avail itself of the opportunity to utilize Portland's Consortium Cooperative Agreement and select US Bank as the vendor for this program. The accompanying Notice of Intent to Award will assert the County's intent to award a contract to US Bank and will commence a one-week protest period. If no protests are received during that period, the contract will be awarded administratively.

**BUDGET IMPACTS:**

This program will not affect budget but rather will increase rebates received by utilizing this payment mechanism.

**ATTENDANCE:**

Heather Herauf, Procurement Manager, Finance Department



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Planning Division Work Plan Update & Direction

**RECOMMENDED MOTION:**

N/A

**BACKGROUND AND POLICY IMPLICATIONS:**

Each spring, the Community Development Department (CDD) prepares an annual work plan describing projects for the coming fiscal year. CDD's FY 2025-26 Work Plan contains several discretionary long range planning projects varying in complexity. CDD requests that the Board of County Commissioners prioritize long-range projects for the fiscal year.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Will Groves, Planning Manager  
Petter Gutowsky, Community Development Director  
Stephanie Marshall, Senior Assistant Legal Counsel



## COMMUNITY DEVELOPMENT

### MEMORANDUM

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager  
Peter Gutowsky, AICP, Director

**DATE:** July 16, 2025

**SUBJECT:** Planning Division Work Plan Update & Direction / Long Range Planning / FY 2025-2026

#### I. SUMMARY

The Community Development Department (CDD) requests the Board of County Commissioners (Board) prioritize long-range projects for the fiscal year. Three have been introduced for consideration. If they are chosen, the Newberry Country Plan update would be postponed for at least a year.

#### II. WORK PLAN UPDATE

Each spring, CDD prepares an annual work plan describing projects for the coming fiscal year. CDD's FY 2025-26 Work Plan contains several discretionary long range planning projects varying in complexity.<sup>1</sup> Six were recently initiated as shown in Table 1.

**Table 1 - Initiated Long Range Planning Projects**

| Project                                                                                           | Status                                                                   |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Dark Skies Text Amendment                                                                         | Planning Commission hearing on 7/10                                      |
| 10% Minor Variance Text Amendment                                                                 | Planning Commission hearing on 7/24                                      |
| Senate Bill (SB) 75 & SB 83 Wildfire Hazard Map Repeal / Rural Accessory Dwelling Unit Amendments | Planning Commission work session on 7/24<br>Board public hearing on 8/13 |
| Farm and Forest Housekeeping Amendments                                                           | Board public hearing on 8/20                                             |
| Comprehensive Plan 2040 / Reconsideration                                                         | Board decision due no later than 9/8                                     |

#### III. EMERGING OPPORTUNITIES

Based on recent events, there are three projects worthy of the Board's attention. They are summarized in Table 2.

<sup>1</sup> [https://www.deschutes.org/sites/default/files/fileattachments/community\\_development/page/18781/2025-2026\\_work\\_plan\\_and\\_2024\\_annual\\_report.pdf](https://www.deschutes.org/sites/default/files/fileattachments/community_development/page/18781/2025-2026_work_plan_and_2024_annual_report.pdf). Pages 32-35.

**Table 2 – Emerging Projects for Consideration**

| <b>Project</b>                                        | <b>Background</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Deliverable(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Wildfire Mitigation / Mapping / Fire Hardening</b> | <p>Since 2001, Deschutes County has applied a countywide prohibition on untreated wood shake or shingle roofing.</p> <p>In 2019, CDD convened a Wildfire Mitigation Advisory Committee (WMAC) to review a locally developed wildfire hazard map, consistent with Oregon Administrative Rule (OAR) 660, Division 44, and fire hardening (R327) and defensible space options.</p> <p>This project was paused in 2021 due to the Legislature's adoption of SB 762 and the creation of a statewide wildfire hazard map and fire hardening and defensible space regulations. The map and subsequent refinements to it in 2023 (SB 80), were ultimately repealed in 2025 (SB 83).</p> <p><u>Opportunity</u></p> <p>SB 83 allows local governments to establish their own fire hardening requirements.<sup>2</sup></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Develop a scope of work with a public involvement component for the Board's consideration that includes:</p> <ul style="list-style-type: none"> <li>• Creating local wildfire hazard mapping in the rural county.</li> <li>• Reassessing the applicability of R327 construction standards (locations TBD) for new (TBD) rural development.</li> <li>• Drafting amendments to Deschutes County's Comprehensive Plan and County Code for public hearings.</li> </ul> <p><u>Timeline:</u> If initiated, the project could start in the fall and span approximately 6 to 12 months.</p>                                                                                                                                                                                                                                                                                                                  |
| <b>Terrebonne Community Plan</b>                      | <p>The Terrebonne Community Plan (TCP) was last updated in 2010. It is predicated on septic infrastructure and policies supporting modest growth.</p> <p>The Terrebonne Sanitary District (TSD), formed in 2023, has advanced significantly. Sewer mains have been installed along Highway 97, 11<sup>th</sup> Street, and Smith Rock Way, and lateral connections are scheduled for later this summer. More than 100 properties have been annexed into the district. The sanitary district has an intergovernmental agreement with the City of Redmond for treatment of effluent and has secured capacity for up to 800 future units.</p> <p><u>Opportunity</u></p> <p>While some state and federal funds did not materialize, the project remains on track for operation by 2028, supported by a mix of grants, loans, and other investments. Community interest in annexation and participation in local planning discussions has increased. Sewer infrastructure is expected to reshape development potential in Terrebonne. Previously septic-limited lots will become viable for increased residential and commercial development. At the same time, there are unresolved questions about zoning flexibility, development standards, and lot area requirements.</p> | <p>Develop a scope of work with a community engagement plan that includes:</p> <ul style="list-style-type: none"> <li>• Aligning County policy with forthcoming sewer infrastructure;</li> <li>• Providing clearer development expectations for residents and applicants;</li> <li>• Ensuring that community character, stormwater, transportation, and public improvements are considered in tandem with growth.</li> </ul> <p>An updated plan could inform future actions: re-evaluation of land use designations and zoning standards, updated development standards for sidewalks, stormwater, and housing types, and coordination with TSD, the City of Redmond, and ODOT to align land use policy with sewer phasing.</p> <p><u>Timeline:</u> If initiated, the project could start in the fall and span approximately 12 to 18 months. Amendments to the Terrebonne rural zone could follow.</p> |

<sup>2</sup> SB 83 directs the State Fire Marshall to develop an optional defensible space model code for local governments.



| Project                         | Background                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Deliverable(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>High Desert Lands</b></p> | <p>Applicant-initiated nonresource land amendments (zoning out of the Exclusive Farm (EFU) Use zone) continue to generate controversy and litigation. Quite often, Board decisions are appealed to the Land Use Board of Appeals and the Oregon Court of Appeals</p> <p>In the 2025 Legislative session, two bills which were ultimately unsuccessful (SB 73 and SB 79), attempted to limit a property owner's ability to rezone out of EFU. Testimony before legislative subcommittees in support of the bills cited recent zone changes in Deschutes County.</p> <p><u>Opportunity</u></p> <p>There is an opportunity to draft a scope of work for a "High Desert Lands" program that could be brought in the fall for Board consideration.</p> <p>If initiated, it could allow planners to facilitate community conversations. Topics of discussion could include discussing the concept of a new High Desert Zone, specific development standards in Rural Residential Exception Areas, and/or state enabling legislation that would apply exclusively to future applicant-initiated nonresource land amendments.</p> <p>For further context, a High Desert Zone adopted first into the Comprehensive Plan and then later in Zoning Code, would apply to future applicant-initiated plan and zone change applications. Applicants that successfully demonstrated their subject property had a predominance of Class 7 and 8 soils AND were not suitable for other farm uses, would be required to zone into a High Desert Zone, subject to specific permitted and conditional rural uses and customized development standards.</p> | <p>Develop a scope of work for the Board's consideration in the fall that includes:</p> <ul style="list-style-type: none"> <li>Community conversations in Sisters, Redmond, Bend, and Alfalfa.</li> <li>Stakeholder meetings with agencies, organizations, property owners, land use attorneys, etc.</li> <li>Discussions of the origins of EFU zoning in Deschutes County in the 70s and 80s.</li> <li>Citations of state law and local code that permit property owners on a case-by-case basis to zone out of EFU.</li> <li>Locations of acknowledged nonresource land amendments.</li> <li>Discussions centering around: <ul style="list-style-type: none"> <li>High Desert Land rural uses. What are they? What should be permitted or allowed conditionally?</li> <li>High Desert development standards (ex. minimum lot/parcel sizes, cluster and open space requirements, fire hardening, shared wells requirements, setbacks, additional standards if properties are proximate to UGBs, hours of operation for non-residential uses, etc.).</li> </ul> </li> <li>A white paper summarizing the results of the community conversation with recommendations for next steps.</li> </ul> <p><u>Timeline:</u> If the scope of work is approved, the project would start in the fall and span approximately 8 to 12 months.</p> |

**IV. DEFERRED PROJECT**

**Newberry Country Plan Update**

Last year, the Board expressed a preference for updating the Newberry Country Plan ahead of the Terrebonne Community Plan. Since then, certain circumstances listed below warrant deferring the project for at least a year. Timing the Newberry Country Plan update with one or more catalytic events is important for maximizing community engagement. SB 1154, and the opportunity for an area-wide Goal 11 Exception, and Newberry Neighborhood Land Sales are two examples that can galvanize residents around prominent issues facing the region: groundwater protection, municipal water, and sewerage.<sup>3</sup>

- U.S. Environmental Protection Agency (EPA) Grant Not Awarded

CDD’s application for an EPA Community Change Grant, proposed for Southern Deschutes County, was not selected for funding. Last year, in coordination with NeighborImpact, Central Oregon Intergovernmental Council, and Oregon Department of Environmental Quality (DEQ), CDD requested approximately 20 million for septic system improvements, home weatherization and rehabilitation, air curtain burners, defensible space, and domestic well repairs.

- SB 1154, Ground Water Quality Concern Areas

The Legislature adopted SB 1154 on June 27, 2025. The bill awaits the Governor’s signature. It modifies existing state law concerning Ground Water Quality Concern Areas. The new law streamlines Ground Water Concern Area declarations once contaminants like nitrates are found in groundwater, allowing the state to provide a quicker response. Once a declaration is made, likely by DEQ and its Environmental Quality Commission, Goal 11 Exceptions are waived, allowing a county to enter into an agreement with a city, water, or wastewater district to provide water or wastewater services for residential dwellings.

- Newberry Neighborhood Land Sales

In November 2024, Deschutes County’s Property Manager listed Quadrants 2a and 2d with NAI Cascades for sale. Quadrant 2a’s list price for 19.57-acres is \$1,467,750 (\$75,000/acre). For Quadrant 2d, which consists of 17.66-acres, the list price is \$1,324,500 (\$75,000/acre). The County has received no offers to date.

**V. OTHER PROJECTS NOT YET INITIATED**

Table 3 lists long range planning projects for consideration that have not been initiated. It recognizes staffing resource requirements for each project. They range from “minor” (2 to 6 months) to “significant” (6 to 12 months).

<sup>3</sup> When Quadrants 2a and/or 2d are eventually sold, proceeds will be reinvested in groundwater protection for the La Pine subbasin.

**Table 3 – Non-initiated Long Range Planning Projects**

| <b>Project</b>                                                       | <b>Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>County Resources</b> |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b><i>Clear &amp; Objective Housing Standards</i></b>                | Amendments to Deschutes County Code related to multi-family development, site plan review, conditional use permits, and the airport safety combining zone.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Moderate                |
| <b><i>Urbanization Coordination for Land Divisions near UGBs</i></b> | Numerous land use applications for plan amendment/zone changes have resulted in significant areas being rezoned from EFU to rural residential (either RR-10 or MUA-10). For properties closer to the Bend UGB, it is important to anticipate future urbanization to ensure orderly development once those properties are annexed into the City of Bend. This project would explore code amendments that require land divisions to be completed as cluster developments within a certain distance-likely two miles-of a UGB. This change could allow some rural development now while retaining the greater proportion of a site for future urban development. \$25,000 in DLCD grant support is available. | Moderate                |
| <b><i>Zoning Text Amendments</i></b>                                 | <ul style="list-style-type: none"> <li>Allow “self-serve” farm stands in Rural residential Exception Areas</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Minor                   |
|                                                                      | <ul style="list-style-type: none"> <li>Childcare facilities in Industrial Zones</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Moderate                |
|                                                                      | <ul style="list-style-type: none"> <li>Define family for unrelated persons HB 2538, Non-familial Individuals</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Minor                   |
|                                                                      | <ul style="list-style-type: none"> <li>Forest Zone Code – Review for compliance with OAR</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Moderate                |
|                                                                      | <ul style="list-style-type: none"> <li>Lot Line Adjustments and Re-platting</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Moderate                |
|                                                                      | <ul style="list-style-type: none"> <li>Outdoor Mass Gatherings update</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Moderate                |
|                                                                      | <ul style="list-style-type: none"> <li>Section 6409(a) of the Spectrum Act</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Minor                   |
|                                                                      | <ul style="list-style-type: none"> <li>Sign code to become consistent with federal law</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Moderate                |
|                                                                      | <ul style="list-style-type: none"> <li>Title 19, 20, 21—Language related to Class I, II, and III road projects as allowed uses</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Minor                   |
|                                                                      | <ul style="list-style-type: none"> <li>Title 22—Procedures Ordinance for consistency with state law and planning department interpretations</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Minor                   |
|                                                                      | <ul style="list-style-type: none"> <li>Wetland Regulation Clarification for Irrigation or Artificially Created Wetlands</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Significant             |

## VI. DIRECTION

Staff requests the Board prioritize long range planning projects for FY 2025-26. Given the level of interest in the work plan, the Board may choose to provide direction to CDD at a subsequent meeting in August.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 23, 2025

**SUBJECT:** Summer Audit Update

**BACKGROUND AND POLICY IMPLICATIONS:**

The Office of Internal Audit completed seven audits in Fiscal Year 2025. Topics included: alcohol sales at the County Fair, the Sheriff's Office transition, language access, integrated audits of public health and the recreational vehicle park, health benefits, and the courthouse pre-construction phase. All programs should be commended for program successes. Overarching themes included cash handling risks, missing documentation, information technology risks, governance, performance reporting, role definition, and equitable services. Audits planned for Fiscal Year 2026 include elections, body cameras, homelessness, procurement, and the post construction phase of the courthouse. Links to reports are available on the audit [website](#).

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Elizabeth Pape, Internal Auditor

# The Office of County Internal Audit

## Summer Audit Update

Fiscal Year 2025 Reports  
Fiscal Year 2026 Audit Plan



Board of County Commissioners | July 23, 2025

# Seven Reports Issued



## Alcohol Sales



## Sheriff Transition



## Language Access



## Public Health Integrated



## Health Benefits



## Courthouse Preconstruction



## RV Park Integrated



# Successes



## Alcohol Sales

- Responsive to Changing Landscape
- Increased Profits



## Sheriff Transition

- Transition Requirements Met
- Strategic Plan



## Language Access

- Recognized Need
- Some Departments Taking Initiative
- Staff Commitment



## Public Health

- Procurement and Grants Managed Effectively



# Successes



## Health Benefits

- Employees Satisfied with Plan
- Staff Process Claims Quickly and Accurately



## Courthouse

- Experienced Owner's Rep
- Governance Committee
- Collaborative Approach



## Recreational Vehicle

- Consistent Occupancy and Revenue
- New Reservation System to Improve Tracking and Reporting





# Risks: Beyond the Cash Drawer

## Cash Handling Issues Persist

Joint Handling,  
Segregation,  
Delayed Deposits

- RV Park
- Public Health
- Sheriff Transition
- Alcohol Sales

## Documentation

Departmental  
Procedures, Risk  
Assessments

- RV Park
- Health Benefits
- Public Health
- Sheriff Transition
- Alcohol Sales

## Information Technology

Role Conflict, Voids,  
Third Party Risk

- RV Park
- Health Benefits
- Public Health
- Sheriff Transition



# Governance and Oversight



## Sheriff Transition

- Not Submitting Financial Reports



## Language Access

- Unclear Guidance to Staff About Language Access



## Health Benefits

- Falling Below Contingency Without Trigger for Corrective Action



## Courthouse Construction

- No Formal Oversight Procedures for Large Scale Projects



# Performance Measurement



## Alcohol Sales

- Evaluate program outcomes, compare contractor to in-house program.



## Language Access

- Didn't know what language access services were needed and provided.



## Public Health Integrated

- Develop a unified, public-facing report.



# Performance Measurement (cont.)



## Health Benefits

- No reporting on payment accuracy, financial accuracy, and timeliness.

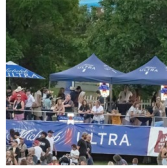


## Recreational Vehicle Park

- Establish and report on performance measures for the Recreational Vehicle Park.



# Role Definition



## Alcohol Sales

- Patchwork of in-house and concessionaire programs where roles were not clear.



## Language Access

- Assign responsibility for the language access program to a specific person.



# Equitable Services



100 al condado de Deschutes ha promulgado restricciones de uso público de fuego en todos los terrenos que son propiedad del condado y todas las áreas no protegidas en las áreas no incorporadas al condado hasta el 15 de octubre de 2024.

## Language Access

- Bilingual employees bore the burden of unclear policies and procedures.



## Public Health Integrated

- Planned upgrades to increase Public Health's physical and electronic accessibility.



## Courthouse Reconstruction

- Contract language did not reflect the department's efforts in supporting under-represented business owners.



## Recreational Vehicle Park

- Rebuild the webpage to improve accessibility and Americans with Disabilities Act compliance.



# Updates



## Health Benefits

- Recalibrated forecasting model
- More accountability with next contract
- Working to document payment procedures



## Courthouse Construction

- All recommendations implemented.
- In a better position to ensure projects delivered on time and on budget.

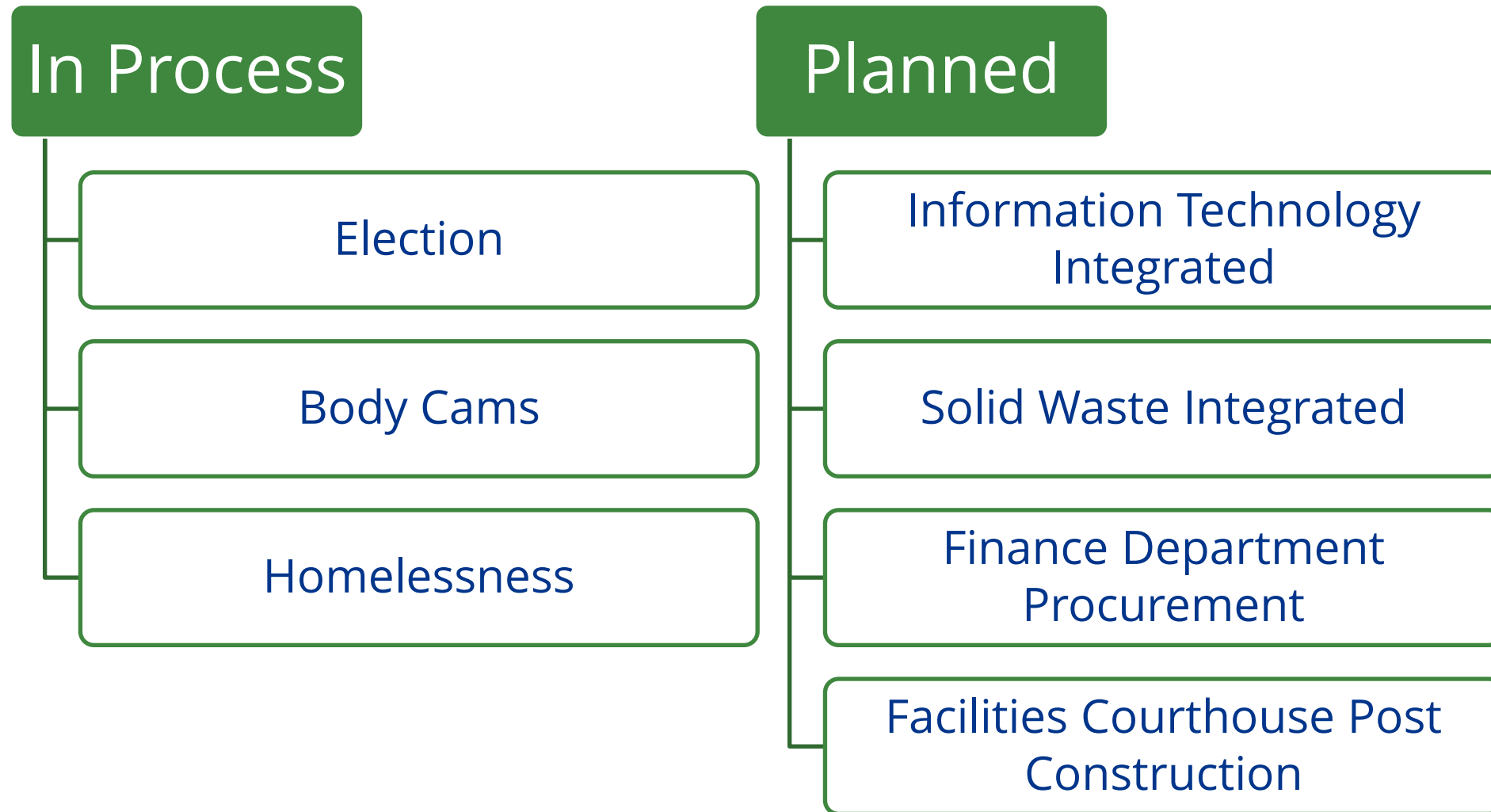


## Recreational Vehicle Park

- Little progress but still committed to improvements.
- Plans to upgrade website.
- Will not report performance.



# Fiscal Year 2026 Audit Plan





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# Questions and Discussion

