



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, MARCH 22, 2023

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

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

AGENDA

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

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

Citizen Input: The public may comment on any topic that is not on the current agenda. *Comments and testimony regarding public hearings are allowed at the time of the public hearing.* Alternatively, comments may be submitted on any topic at any time by emailing citizeninput@deschutes.org or leaving a voice message at 541-385-1734.

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

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

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



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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Consideration of Intergovernmental Cooperative Purchasing Agreement with Walla Walla County
2. Consideration of Resolution No. 2023-014 to extend 1.0 limited duration Health Services FTE within the FY 2022-2023 Deschutes County Budget
3. Consideration of Board Signature on letters reappointing Bill Anderson and David Pilz to the Upper Deschutes Watershed Council
4. Approval of the minutes of the March 3 and 10, 2023 BOCC Legislative Update meeting
5. Approval of the minutes of the February 22 and 27 and March 1 and 6 BOCC meetings

ACTION ITEMS

6. **9:10 AM** Recognition of staff and presentation of the Triple Crown Designation from the Government Finance Officers Association
7. **9:15 AM** Resolution authorizing participation in the 2023-2025 Oregon Community Dispute Resolution Grant Program
8. **9:25 AM** Consideration of ARPA Funding to support the Homeless Outreach Services Team
9. **9:30 AM** Resolution converting 1.0 FTE Behavioral Health Specialist II and 1.0 FTE Peer Support Specialist positions from limited duration to regular
10. **9:35 AM** Grant from the City of Bend and addition of a Behavioral Health Specialist to be located at the Navigation Center
11. **9:40 AM** Grant from the Oregon Department of Transportation for an awareness campaign to address impaired driving

12. **9:50 AM** Amendment to the contract with St. Charles for psychiatric emergency Services

13. **10:00 AM** Safe Parking Program 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.

14. Executive Sessions under ORS 192.660 (2) (e) Real Property Negotiations and ORS 192.660 (2) (d) Labor Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST AND STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Intergovernmental Cooperative Purchasing Agreement with Walla Walla County

RECOMMENDED MOTION:

Move approval of Chair signature of Document 2023-221, an Intergovernmental Cooperative Purchasing Agreement with Walla Walla County, WA.

BACKGROUND AND POLICY IMPLICATIONS:

The Road Department currently has a contract with Sherwin Williams to supply traffic line paint. Walla Walla County in Washington has asked to purchase off of this contract; this request can be granted under state procurement rules if an IGA exists between agencies. In 2016, similar agreements were executed between Deschutes County and Yakima County as well as the City of Yakima.

The IGA will allow for future joint procurement should similar cost-saving opportunities arise between Deschutes County and Walla Walla County.

BUDGET IMPACTS:

No fiscal impact.

ATTENDANCE:

Chris Doty, Road Department

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW, ORS 279A.215 et seq., ORS Chapter 190, and other applicable laws, WALLA WALLA COUNTY, WASHINGTON, and, DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon, hereby agree to cooperative governmental purchasing upon the following terms and conditions.

(1) This Agreement pertains to bids and contracts for supplies, material, equipment or services that may be required and identified from time to time by Walla Walla County and Deschutes County.

(2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

(3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

(4) Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless, to the extent permitted by law, as to any claim arising out of its participation in this Agreement.

(5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

(6) Nondiscrimination. Both parties agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

(7) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

(8) The Purchasing Manager of Walla Walla County and the Deschutes County Road Department Operations Manager shall be representatives of the entities for carrying out the terms of this Agreement.

(9) This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

(10) Pursuant to RCW 39.34.040 and ORS 279A.215 et seq., regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Walla Walla County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

Walla Walla County

Absent

Chair

[Signature]

Commissioner

[Signature]

Commissioner

Approved as to form

Jesse Nolte deputy

Prosecuting Attorney



Approved this ____ day of _____, 2023

DESCHUTES COUNTY, OREGON

Anthony DeBone, BOARD CHAIR

Subscribed and sworn to me this ____ day of _____, 2023

My Commission Expires: _____

ATTEST:



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Consideration of Resolution No. 2023-014 to extend 1.0 limited duration Health Services FTE within the FY 2022-2023 Deschutes County Budget

RECOMMENDED MOTION:

Move approval of Resolution No. 2022-014 to extend 1.0 limited duration Health Services FTE within the FY 2022-2023 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

On February 8th, Deputy County Administrator Erik Kropp discussed with the Board the extension of 1.0 limited duration FTE through June 30, 2023 in support of the Public Health Program.

BUDGET IMPACTS:

The estimated cost of a three month extension for this position is \$26,000. If approved, the Board can choose to apply ARPA funds from the Public Health Contingency (current balance is \$624,395) to cover the cost of the 1.0 limited duration FTE extension.

ATTENDANCE:

Erik Kropp, Deputy County Administrator, Deschutes County
Dan Emerson, Budget Manager, Deschutes County
Laura Skundrick, Management Analyst, Deschutes County

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Extending *
FTE Within the 2022-23 * RESOLUTION NO. 2023-014
Deschutes County Budget *

WHEREAS, Erik Kropp presented to the Board of County Commissioners on 2/8/23 with regards to extending one (1) Limited Duration FTE in support of assistance with upcoming homeless camp removals and the relocation of houseless individuals, 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 FTE be extended:

Job Class	Type	Duration if Limited Duration	FTE
Management Analyst (2836)	LTD	Extend to 6/30/2023	
Total FTE			

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 March 2023.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 20, 2023

SUBJECT: Recognition of staff and presentation of the Triple Crown Designation from the Government Finance Officers Association

RECOMMENDATION AND ACTION REQUESTED:

Recognition of Finance staff for their efforts in the County receiving the Triple Crown designation from the Government Finance Officers Association (GFOA) for fiscal year 2021.

BACKGROUND AND POLICY IMPLICATIONS:

GFOA's special Triple Crown medallion recognizes governments who have received all three GFOA awards: the Certificate of Achievement for Excellence in Financial Reporting, the Popular Annual Financial Reporting Award, and the Distinguished Budget Presentation Award. This is the third consecutive year the County has received the Triple Crown designation from the GFOA.

On December 6, 2022, GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to Deschutes County for its annual comprehensive financial report for the fiscal year ended June 30, 2021. This was the 21st consecutive year that the County has received this prestigious award. To be awarded a Certificate of Achievement, the County published an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements.

On January 6, 2023, GFOA announced that Deschutes County received the Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR Award) for its Popular Annual Financial Report for the fiscal year ended June 30, 2021. This was the third consecutive year the County has received this award.

On December 7, 2021, GFOA presented a Distinguished Budget Presentation Award to Deschutes County, Oregon, for its Annual Budget for the fiscal year beginning July 01, 2021. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device. This award is the highest form of recognition in governmental budgeting and its attainment represents a significant achievement by the

County. The County has subsequently received the award for fiscal year 2023. This was the fifteenth year the County has received this award.

BUDGET IMPACTS:

Continued participation in this program enhances our financial reporting, promotes transparency and accountability, and aids in the maintenance of the County's bond ratings.

ATTENDANCE:

- Jana Cain, Accounting Manager
- Dan Emerson, Budget Manager
- Casey Harden, Accountant
- Camilla Sparks, Budget Analyst
- Robert Tintle, Chief Financial Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Resolution authorizing participation in the 2023-2025 Oregon Community Dispute Resolution Grant Program

RECOMMENDED MOTION:

Move approval of Resolution No. 2023-016, authorizing participation in the 2023-2025 Oregon Community Dispute Resolution Grant Program

BACKGROUND AND POLICY IMPLICATIONS:

Every two years, the University of Oregon School of Law's Oregon Office for Community Dispute Resolution (OOCDR) makes grants available to eligible applicants for the purpose of providing mediation services. Grant applications are solicited through a publicly advertised process coordinated by OOCDR in partnership with Oregon counties. In order to provide input into local award decisions, each county must adopt a resolution stating its intent to participate and to engage in the selection process.

Upon adoption of the attached resolution, Deschutes County will advertise the availability of funds, solicit applications, and select one or more a qualified entities to receive OOCDR funds and to make mediation services available to community residents. Additional information about the program can be found in the attached letter from the OOCDR.

BUDGET IMPACTS:

None. The OOCDR will enter into a grant agreement and disburse funds directly to the selected grantee.

ATTENDANCE:

Stephanie Robinson, Administrative Analyst

February 1, 2023

Deschutes County Board of Commissioners
1300 N.W. Wall Street, Suite 200
Bend, OR. 97701

Dear Anthony DeBone,

This is an invitation for your County to participate in the selection process for the **2023-2025 Community Dispute Resolution Program (CDRP) Grant Funds** pursuant to ORS 36.160.

Assuming funding for 2023-2025 is reauthorized by the 2023 Legislature at the same level as the prior biennium, grant funds for your county will be approximately \$45,907.00 for the period July 1, 2023 - June 30, 2025. The funding for these grants is currently derived from an appropriation from the general fund for the purpose of providing dispute resolution services in counties and will be allocated per University of Oregon policy I.034.02.

Below and attached the same email as this letter is all of the information necessary to proceed with the Request for Application (RFA) process.

The first step in the local selection process is the County's adoption of a resolution to participate. ORS 36.160 requires that a County notify the Oregon Office for Community Dispute Resolution (OOCDR) of its intent to participate in the selection process to award grant funds. A sample county resolution is provided in the enclosed RFA packet. Upon your County's adoption of the resolution, please send a copy to the OOCDR. Following is the timeline for the 2023-2025 grant process:

- March 31, 2023 County Commission adopts a resolution confirming its desire to participate in the process (sample attached).
- April 1, 2023 County advertises a notice of availability of grant funds and announces the application process (sample of notice included). The County and Grantor make RFA packet available to interested applicants.
- April 29, 2023 Applications must be **received** by 5:00 p.m. at the County's address and at Grantor's email address. Late applications may not be considered.
- May 19, 2023 Additional information requested by Dean due in at the County and the offices of Grantor.
- May 30, 2023 Grantor issues notices of eligibility to applicants and County.
- June 5, 2023 Any appeals from applicants determined ineligible by the Grantor must be **received** by 5:00 pm.

Oregon Office for Community Dispute Resolution
1515 Agate St. Eugene, OR. 97403
541-346-1623 | uoregon.edu

June 16, 2023 County Commission selects grantee(s) and notifies Grantor of selection.

June 30, 2023 Grantor enters into Grant Agreement with the grantee(s).

According to University of Oregon policy, each County Commission needs to designate a County dispute resolution program coordinator. OOCDR staff provides technical assistance and advice to this County staff person to make sure the process runs as smoothly as possible. If you have received this letter and are not the County's dispute resolution program coordinator, please forward these materials to the proper person.

OOCDR encourages collaboration in all phases of the grantee selection process. In some Counties there will be only one interested and qualified applicant. However, if your County receives applications from more than one qualified applicant, we encourage you to have conversations with all applicants to determine whether there are ways for them to work together to best provide dispute resolution services in your County.

You may elect to opt out of the selection process if you desire. In that case, the Dean of the University of Oregon School of Law will assume the county's role in the process. If this is your choice, please provide OOCDR with a written notice to opt out by March 31, 2023.

Questions? Please ask! Thank you in advance for your support.

Best,



Patrick Sponsler, MPA
sponsler@uoregon.edu
OOCDR Administrator

REVIEWED

LEGAL COUNSEL

03/22/2023 Item #7.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution in the Matter of Participation in *
Funding Activities of the Oregon Office for * RESOLUTION NO. 2023-016
Community Dispute Resolution *

WHEREAS, the Deschutes County Board of Commissioners believes that the settlement of disputes by mediation may lead to more long-lasting and mutually satisfactory agreements; and

WHEREAS, mediation may reduce the need for time-consuming and costly litigation; and

WHEREAS, the Oregon Legislature has charged the University of Oregon on behalf of the University of Oregon School of Law (Grantor) with the responsibility to foster the development of community mediation programs by making grant monies available to participating Counties; and

WHEREAS, any County wishing to participate must formally notify Grantor of its intent to participate; now, therefore,

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

Section 1. Deschutes County hereby notifies Grantor of its desire to be a participant in the expenditure of funds for community dispute resolution programs within Deschutes County and agrees to engage in a selection process and to select as funding recipients those entities both qualified by the standards and guidelines adopted by Grantor and capable of and willing to provide community dispute resolution services according to the rules adopted by Grantor.

Section 2. This resolution shall take effect upon its adoption by Deschutes County.

Dated this _____ of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Consideration of ARPA Funding to support the Homeless Outreach Services Team

RECOMMENDED MOTION:

Move approval to extend and increase American Rescue Plan Act Funds to fund 3.0 FTE through June 2026 for Countywide Homeless Outreach Services.

BACKGROUND AND POLICY IMPLICATIONS

The Board approved \$1,065,000 on December 1, 2021 of American Rescue Plan Act (ARPA) funds to support Countywide Homeless Outreach Services through December 2024. This included 3.0 full-time equivalent (FTE) positions, a truck, and various materials and supplies. Health Services estimates \$883,000 of the ARPA funding allocation will be spent through December 2024, leaving \$182,000 unspent at that time.

Health Services is requesting the Board approve extending support for Countywide Homeless Outreach Services through July 2026. Specifically, the department is requesting any unspent funds from the original allocation be allowed to be spent after December 2024 and for the Board to reallocate \$337,619 from either the ARPA Public Health Response Contingency or ARPA Health Unintended Consequences Reserve for Homeless Outreach Services. The total estimated budget for the time period January 1, 2025 through December 31, 2025 is \$519,619.

This extension and additional contribution to Countywide Homeless Outreach Services will help retain hired staff who will continue to help to address increased need for homeless outreach and services in the community, including providing support to the Navigation Center, Project Turnkey and the Structured Camps being acquired/developed by the City of Bend. In addition, these services will continue to support increased need in Sisters, La Pine and Redmond with the intention to provide support to Oasis Village upon its completion. A critical part of the success of all of these projects is having consistent and reliable services responding on site regularly. Due to current hiring challenges, retention of these staff is critical, thus the request to convert to regular.

The extension of the ARPA Funds would continue to cover the cost of three positions: 2.0 FTE Behavioral Health Specialist I (position #2993 and #2994) and 1.0 FTE Peer Support Specialist (position #2995) through July 2026, with the overall request to convert them from limited duration to regular. This will maintain capacity to the existing team, which previously had only 1.0 FTE Behavioral Health Specialist I, and will continue to make it possible to assign one to cover Bend and Redmond and one to cover Sisters and La Pine. The Peer will continue to serve all four communities, as needed. In addition, \$12,000 will be used to purchase supplies. Health Services will continue to seek sustainable funds to support these services and positions long-term.

Without continued funding, retention of existing staff is compromised and Health Services may be unable to offer logistical or programmatic support in our community or be able to meet the increasing need for services and connection to services in this population

Health Services is requesting these positions be converted from limited duration to regular in order to retain staff and continuity of services throughout the Homelessness Emergency Declaration period. Should funding discontinue or be unavailable, Health Services will consider the future of these positions within the budgeting process. If supported by the Board, a budget and FTE resolution from the Finance Department will be forthcoming.

BUDGET IMPACTS: Total budget for time period January 2025 to July 2026 is \$519,619. This includes extending the date of expenditure of original ARPA Homeless Outreach Services allocation to July 2026, and increase ARPA allocation by \$337,619. The department recommends using ARPA Public Health Response Contingency (current balance is \$624,395) or ARPA Health Unintended Consequences Reserve (current balance is \$1,075,000).

ATTENDANCE:

- Holly Harris, Behavioral Health Deputy Director
- Cheryl Smallman, Business Intelligence Officer
- Laura Skundrick, Finance
- Dan Emerson, Finance



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Resolution converting 1.0 FTE Behavioral Health Specialist II and 1.0 FTE Peer Support Specialist positions from limited duration to regular

RECOMMENDED MOTION:

Move approval of Resolution No. 2023-015 to covert 2.0 limited duration FTEs to regular FTE positions within the Health Services Fund.

BACKGROUND AND POLICY IMPLICATIONS:

Originally funded through a 5-year federal grant received from the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) in 2019, the Deschutes County Co-Responder program is a partnership between Deschutes County Health Services (DCHS) and the Bend Police Department. The Co-Responder program allows for behavioral health professionals to work closely with law enforcement and respond simultaneously to mental health crises in the community. This approach has allowed for real time, in the field interventions focused on the needs of the individual, and facilitates connecting individuals with community-based services. Once initial contact had been made, the co-responding peer support specialist is able to provide follow up services by engaging with the individual in crisis, helping to reduce barriers to necessary services and providing ongoing support to ensure successful follow through and engagement.

Since the start of this program in 2019, co-responders have had 2,769 encounters with 1,784 individuals. Of those seen, 1,597 had a severe and persistent mental illness and/or a co-occurring disorder. The co-responder has been able to provide over 890 formal consultations to law enforcement and countless ad hoc consultations. Of the total encounters co-responders have had with individuals experiencing severe and persistent mental illness, 22% (503) were diverted from the criminal justice system and 22% (493) were diverted from the hospital. Furthermore, as DCHS embarks on expanding our non-law enforcement community crisis response, the co-responder will serve a vital support for our mobile crisis team. The co-responder will serve as a liaison to our law enforcement partners in the field, will be able to support law enforcement on calls for service, and will provide added capacity to our mobile crisis team as we face the new wave of incoming calls

for service.

Through staff vacancy and other savings, Deschutes County will have approximately \$284,140 remaining at the end of the Co-Responder grant term on September 30th, 2023. Deschutes County has been in communication with the Government Project Officer for this grant, who is encouraging DCHS to apply for a no-cost extension of this program and believes we are likely to receive this extension. Funding from this no-cost extension would extend the duration of this program through September 2024.

DCHS is requesting approval to reclassify the 1.0 FTE Behavioral Health Specialist II (position #2824) and 1.0 FTE Peer Support Specialist (position #2625), funded through the SAMHSA Co-Responder grant, from limited duration to regular. At the end of the no-cost extension, DCHS will consider the future of these positions within the budgeting process.

BUDGET IMPACTS:

None. A five-year fiiscal analysis is attached.

ATTENDANCE:

- Holly Harris, Deputy Director, Behavioral Health
- Adam Goggins, Program Manager, Behavioral Health
- Dan Emerson, Budget Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Converting *
FTE Within the 2022-23 * RESOLUTION NO. 2023-015
Deschutes County Budget *

WHEREAS, the Deschutes County Health Department presented to the Board of County Commissioners on March 22, 2023 with regards to converting 2.0 limited duration FTE to regular duration FTE in support of the Deschutes County Co-Responder Program, 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 FTE be added:

Job Class	Position Number	Type	Duration if Limited Duration	FTE
Behavioral Health Specialist II	2824	Regular Duration	Converted to Regular Duration	
Peer Support Specialist	2625	Regular Duration	Converted to Regular Duration	
Total FTE				

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 March, 2023.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Analysis performed on a fiscal year

Fiscal Years 2023 - 2027, 7/1/22 - 6/30/2027

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
RESOURCES						
SAHMSA Co-Responder Grant NCE		\$ 169,428	\$ 59,965			\$ 229,393
						\$ -
						\$ -
						\$ -
	\$ -	\$ 169,428	\$ 59,965	\$ -	\$ -	\$ 229,393
REQUIREMENTS						
Wages & Benefits		\$ 154,026	\$ 54,513.00			\$ 208,539
Travel						\$ -
Supplies						\$ -
Capital Outlay						\$ -
Contracted Services						\$ -
Total Indirect -	\$ -	\$ 15,403	\$ 5,451	\$ -	\$ -	\$ 20,854
Total Costs	\$ -	\$ 169,429	\$ 59,964	\$ -	\$ -	\$ 229,393

The SAMHSA No Cost Extension (NCE), if approved, would be effective 10/1/23 and support a BH Specialist II and a Peer Support Specialist through September 2024.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Grant from the City of Bend and addition of a Behavioral Health Specialist I to be located at the Navigation Center

RECOMMENDED MOTION:

- 1) Move approval and Board signature of Document No. 2023-143, accepting a grant from the City of Bend in the amount of \$405,000 over three years
- 2) Move approval of Resolution No. 2023-013, increasing FTE within the Health Services Fund and the 2022-23 Deschutes County Budget

BACKGROUND AND POLICY IMPLICATIONS:

The City of Bend (City) is granting Deschutes County Health Services (DCHS) \$405,000 to fund a Behavioral Health Specialist I for three years to work at the City's Navigation Center.

The City of Bend entered into an agreement with Shepherd's House Ministries to develop a Navigation Center. A Navigation Center, per House Bill 2006 (2021), is a low-barrier emergency shelter that is open seven days per week and connects individuals and families with health services, permanent housing and public benefits. The Navigation Center opened for service at the city-owned Second Street Shelter in July of 2022.

The Navigation Center is an innovative and responsive approach to challenges facing our community. It enables multiple providers to meet with clients in a single, accessible location. Behavioral health is a critical element to this coordinated service hub. By enhancing the response system, screening houseless clients for mental health services, and offering access appointments, we hope to see improved outcomes for individuals with mental health symptoms and complex barriers.

The City of Bend has secured funding from the State of Oregon to establish and operate the Navigation Center. From this funding the City is granting \$405,000 to DCHS to hire, train and support a Behavioral Health Specialist I to be located at the Navigation Center for three years, beginning April 1, 2023, and includes 10% for indirect expenses. DCHS is recommending that this position be regular instead of limited duration. We anticipate this program will continue beyond the three year term, however should funding be discontinued, DCHS will consider the future of this position within the budgeting process.

BUDGET IMPACTS:

\$405,000 over three years beginning April 1, 2023. DCHS will submit annual invoices to the City for \$135,000. A five-year fiscal analysis is attached.

ATTENDANCE:

Kara Cronin, Behavioral Health Program Manager

Holly Harris, Deputy Director, Health Services

Dan Emerson, Budget Manager

GRANT AGREEMENT BETWEEN THE CITY OF BEND AND DESCHUTES COUNTY

THIS GRANT AGREEMENT (“Grant Agreement”) dated _____, (“Effective Date”) is entered into by and between the City of Bend, an Oregon municipal corporation (the “City”) and Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services, Behavioral Health Division (“Grantee”), each a “Party” and together the “Parties.”

Recitals

1. Pursuant to the Oregon Laws 2021, chapter 4, section 77 (the “Authorization”), the Oregon Legislature appropriated \$2,500,000 from the State’s general fund for a grant to City for the purpose of establishing and/or operating a navigation center to assist individuals and families with access to health services, permanent housing, and public benefits (the “Navigation Center”).
2. The Parties wish for Grantee to provide behavioral health services as part of the Navigation Center (the “Project”).
3. The City now wishes to enter into this Grant Agreement with Grantee for the Project, on the terms and conditions and for the purposes set forth herein.

NOW THEREFORE, the Parties agree as follows:

1. Grant. City will provide Grantee, and Grantee will accept from City, a grant in the amount of \$405,000 on the terms and for the purposes set forth in this Agreement (the “Grant”).
2. Purpose. Grantee shall use the Grant for the purpose of providing a full-time Behavioral Health Specialist 1 at the City’s Navigation Center, who shall at all times remain an employee of Grantee. Grantee shall be responsible for any and all benefits due to the Behavioral Health Specialist 1, including but not limited to hiring, supervision, scheduling, vacation and sick leave, health, dental, retirement, life, workers compensation and disability benefits. Recipient shall use the Grant only to carry out the work described in Exhibit A and as budgeted in Exhibit B. Grantee may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.
3. Award Disbursement. Upon full execution of this Agreement by authorized representative of Grant, and provision of other such certificates, documents, and information as City may reasonably require, City upon receiving an invoice from the County will disburse the \$135,000 annually for the term of the agreement of the Grant to Grantee as outlined in Exhibit B of this Agreement. Grantee understands and agrees that City’s participation in this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

- 3.1. Grantee shall send City an invoice following execution of this Agreement setting forth the fee due. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.
 - 3.2. Invoices will be directed to the City of Bend, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709. Invoices may be emailed to: ap@bendoregon.gov. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business.
4. Subrecipient Determination. Grantee is deemed to be a subrecipient.
5. Effective Date and Termination Date. This agreement is effective as of the Effective Date. It is anticipated that Grantee will have applicable personnel hired and trained on or before April 1, 2023. Unless extended or terminated earlier in accordance with its terms, the Agreement shall terminate on April 1, 2026, but may be extended by the Parties to accomplish the purpose of this Agreement as set forth in the Scope of Work. Termination of the Grant Agreement will not extinguish or prejudice the City's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured. This Grant Agreement may be renewed or extended only upon written agreement of the Parties.
6. Compliance with Federal, State and Local Laws. Grantee shall comply with and obey all applicable federal, state and local laws, regulations, executive orders, and ordinances.
7. Recovery of Overpayments. Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one (1) or more of the provisions of this Grant Agreement ("Misexpended Funds"), as determined by the City in its sole discretion, or that remain unexpended on the earlier of termination or expiration of this Grant Agreement ("Unexpended Funds") must be returned to the City. Grantee shall return all Misexpended Funds to the City promptly after the City's written demand and no later than fifteen (15) days after the City's written demand. Grantee shall return all Unexpended Funds to the City within fourteen (14) days after the earlier of termination or expiration of this Grant Agreement. The right to recovery provided in this section is in addition to and not in lieu of any right which Oregon law provides for breach of contract.
8. Maintenance of Records; Public Records. Grantee shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents, data and other evidence that reflects all of Grantee's expenditures of the grant funds. These records must be sufficient to demonstrate that the funds have been used in accordance with this Grant Agreement. The City may at any time review the documentation to determine the Grantee's conformance with the requirements of the Grantee's program, and Grantee shall make available to the City, upon request, all of the Grantee's records and documents with respect to all matters covered by this Grant Agreement.

- a. The City may require the Grantee to provide additional documentation if the existing documentation is deemed by the City to be incomplete.
- b. The Recipient shall retain all records related to this Agreement for a period of six (6) years following the expenditure of any grant funds. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection and review by the City officials so authorized by law, regulation or agreement.
- c. If any litigation, claim or audit is started before the expiration of the six (6) year period provided in Section 13(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- d. All of Grantee's documents and records related to this Grant Agreement, and all other documents and records provided to the City by the Grantee, may be public records subject to disclosure under the State of Oregon Public Records Law. Thus, the City may be required, upon request, to disclose the Grant Agreement and documents or records related to it unless an exemption under the Public Records Law or other laws applies.

9. Independent Parties; Conflict of Interest.

- a. Grantee is not an officer, employee, or agent of the City as those terms are used in ORS 30.265 or otherwise.
- b. Neither the City nor Grantee, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.
- c. If Grantee is currently performing work for the City, Grantee by signature to this Grant Agreement, represents and warrants that Grantee's participation in this Grant Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee's participation under this Agreement. Grantee certifies that it is not currently employed by the federal government.

10. Indemnification. Grantee shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission by Grantee sustained in connection with the performance of this Grant Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation by Grantee. This indemnification required shall not apply to the extent claims are caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers. The Grantee

agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

11. Insurance.

- a. Grantee warrants that it is self-insured under Oregon law for its liabilities under this Agreement, up to the amount of \$1 million dollars and have an excess general liability that covers claims between \$1 million and \$2 million. Grantee's insurance shall include coverage for personal injury, bodily injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of City of Bend or its officers, employees or agents. Each such policy obtained by Grantee shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide City of Bend with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against City of Bend or its officers, agents, or employees to the extent the action was caused or contributed to by (a) any negligent or wrongful act or omission of Grantee, a Beneficiary, or any of Grantee's officers, representatives or employees and/or (b) Grantee's breach or violation of any term of this Agreement, and that Grantee shall indemnify City of Bend for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action. The policy shall be endorsed to name the City of Bend and its officers, agents, employees and volunteers as an additional insured. Grantee shall be responsible for providing workers' compensation insurance for its employees as required by Oregon state law.
- b. Grantee shall also purchase and maintain at their own expense Commercial Automobile (Fleet) Liability Insurance with minimum combined single limit of \$2,000,000 covering all owned, non-owned, and hired vehicles to be used in performance of the Project. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the contract terms. Insurance may be provided by self-insurance and/or umbrella coverages to meet the required limits.
- c. Grantee shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

12. Default; Remedies. In the event of breach of this Grant Agreement the Parties shall have the following remedies:

- a. Termination under this Grant Agreement shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
 - i. Grantee may not incur obligations or liabilities after Grantee receives written notice of termination.
 - ii. Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Grant Agreement or for any damages of any sort arising solely from the termination of this Grant Agreement in accordance with its terms.
- b. If this Grant Agreement is terminated by the City due to a breach by the Grantee, the City may pursue any remedies available at law or in equity.
 - i. Such remedies may include, but are not limited to, termination of this Grant Agreement, return of all or a portion of funded amount, payment of interest earned on this funded amount, and declaration of ineligibility for the receipt of future grant/contract awards.
- c. If this Grant Agreement is terminated by the Grantee due to a breach by the City, the Grantee may pursue any remedies available at law or in equity.
 - i. Such remedies may include, but are not limited to, termination of this Grant Agreement, payment of all incurred obligations or liabilities by Grantee, and payment of interest for any incurred obligations or liabilities.
- d. If amounts previously paid to Grantee exceed the amount due to Grantee under this Grant Agreement, Grantee shall repay any excess to City upon demand.
- e. Neither the City nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, government declared public health emergency, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of the City or Grantee, respectively; however, Grantee shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. For any delay in performance as a result of the events described in this subparagraph, Grantee may be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Grant Agreement, but only upon City approval.

- f. The passage of this Grant Agreement expiration date shall not extinguish or prejudice City's or Grantee's right to enforce this Grant Agreement with respect to any default or defect in performance that has not been cured.
- g. City's remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13. Termination. All or part of this Grant Agreement may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon sixty (60) days' notice in writing to the other Party. The City may also terminate all or part of this Agreement as specified below:

- a. This Grant Agreement shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon City if funding is not obtained or is not continued at levels sufficient to allow for the underlying grant award. The City will give notice whenever possible.
- b. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that the Project is no longer lawful or deemed an allowable use under this Grant Agreement.
- c. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, insurance, or certificate required by law or regulation to be held by the Grantee to provide a service under this Grant Agreement.
- d. With thirty (30) days' written notice, if Grantee fails to proceed as appropriate with the deemed allowable use(s) described in this Grant Agreement (or subsequent modifications to this Grant Agreement) within the time specified herein, or any extensions thereof.
- e. Upon written notice, if the Grantee fails to proceed with deemed allowable uses on or about the date specified in this Agreement (or subsequent modifications to this Grant Agreement).
- f. Upon written notice, if City fails to proceed with distribution of funds on or about the date specified in this Agreement (or subsequent modifications to this Grant Agreement).
- g. Upon written or oral notice, if the City has evidence that the Grantee has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- h. Failure of Grantee to comply with the provisions of this Grant Agreement and all applicable Federal, State and local laws and rules which may be cause for termination of this Grant Agreement. The circumstances under which this Grant Agreement may be terminated by either Party under this paragraph

may involve major or minor violations. Major violations include, but are not limited to:

- i. Acts or omissions that jeopardize the health, safety, or security of individuals.
 - ii. Misuse of funds.
 - iii. Intentional falsification of records.
- i. In those circumstances where a major violation is substantiated, continued performance may be suspended by the City immediately. In all cases involving a major violation, a written notice of intent to terminate this Agreement shall be sent to the Grantee found to be in violation. Prior to termination, the Grantee shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by the City in its sole discretion, this Agreement may be terminated, or other remedial actions may be initiated.
 - j. Minor violations usually involve less than substantial compliance with the general or special conditions of this Grant Agreement. In the event of alleged minor violations, written notice shall be given, and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Agreement may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
 - k. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
 - l. Grantee shall make no expenditures, enter into no contracts, nor encumber funds in its possession, after notice of termination and later termination as set out above, without prior written approval from the City.
 - m. If this Grant Agreement is terminated due to Grantee's failure to perform services in accordance with this Agreement, City obligations shall be limited to payment for uses/expenditures incurred in accordance with this Grant Agreement prior to the date of notice of termination, less any damages suffered by the City, and Grantee shall return to the City any Unexpended Funds in Grantee's possession of the time the notice of termination was delivered to Grantee.

14. Grantee's Tender upon Termination. Upon receiving a notice of termination of this Agreement, Grantee shall immediately cease all activities under this Agreement unless the City expressly directs otherwise in such notice of termination.

- a. Upon termination of this Agreement, Grantee shall, as applicable, deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had this Agreement been completed.
- b. Upon City's request, Grantee shall surrender to anyone the City designates, all documents, research, objects or other tangible things needed to continue the deemed allowable uses.

15. Subrogation. In consideration of Grantee's receipt of funds from the City, Grantee assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage, to the extent of proceeds paid to Grantee under this Grant Agreement and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB"). Upon receiving any DOB proceeds, Grantee agrees to immediately notify the City and the parties shall confer on whether the proceeds are DOB. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith. If Grantee is entering into sub-grant agreements for reallocating funds received under this Grant Agreement, Grantee shall ensure subrecipients agree to this provision as well.

16. Governing Law and Venue. This Grant Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. The venue for any claim, action, suit, or proceeding between Grantee and the City that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a claim shall be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. By signing this agreement, Grantee consents to the in personam jurisdiction of such courts.

17. Notices. All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

City of Bend:
710 NW Wall Street, Bend, Oregon 97703
Attn: Eric King, City Manager
Phone: 541-388-5505
Email: eking@bendoregon.gov

With a copy to:
710 NW Wall Street, Bend, Oregon 97703
Attn: City Attorney
Email: LegalNotice@bendoregon.gov

Deschutes County:
1300 NW Wall Street, Bend, Oregon 97703
Phone: (541) 388-6570
Email: legalcounsel@deschutes.org
Cc: grace.evans@deschutes.org

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or email shall be deemed served upon receipt of the facsimile or email, followed by mail delivery.

18. Assignment of Contract. Grantee shall not assign this Grant Agreement without the prior written consent of the City, which may be given or withheld in the City's sole discretion. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

19. Entire Agreement. The Parties agree that this Grant Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties. The Parties may amend this agreement by a written amendment properly executed by both Parties.

20. No Third-Party Beneficiaries. City and Grantee are the only parties to this Grant Agreement and are the only Parties entitled to enforce its terms. Nothing in this Grant 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 unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Grant Agreement.

21. Waiver. The City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of the City's right to performance in the future and shall not operate as a waiver of the City's right to enforce any other provision of this Grant Agreement.

22. Limitation on Authority. The City retains its authority to execute all applications, Agreements and other documents relating to the Project. Grantee has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Grant Agreement, or as authorized in writing.

23. Severability. In the event any term or condition of this Grant Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Grant that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

24. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated into this Grant Agreement by this reference.

25. Counterparts. This Grant Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties. Each copy of the Grant Agreement so executed shall constitute an original.

CITY OF BEND, OREGON

DocuSigned by:
Eric King
By: _____
Eric King, City Manager

Approved as to Form:

DocuSigned by:
Elizabeth Oshel
By: _____
City Attorney's Office

Approved as to Form:

By: _____
County Counsel's Office

DATED this _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

Exhibit A

PROJECT SCOPE

The purpose of this Grant Agreement is for the Grantee to provide a full-time Behavioral Health Specialist 1 to perform para-professional behavioral health services to guests of the emergency non-congregate shelter at the City's Navigation Center, 275 NE 2nd Street, Bend, Oregon, for a total of three years. A para-professional does not hold a professional license and works under the direction of a licensed provider. Full-time will be defined by Deschutes County Behavioral Health Services and is expected to include some offsite meetings and trainings. Guest services may also be provided at the temporary Navigation Center location at 154 NE Franklin Ave., while the location on NE 2nd Street is under renovation, anticipated to occur in 2023. The location for services will be coordinated between the City, Grantee, and the City's contracted operator of the Navigation Center.

To support the local mental health system and increase access to behavioral health services for those in need, Grantee will hire, train, and support a full-time position and locate that staff at the Navigation Center. This is a three-year position that will be billed to the City at a cost of \$135,000 per year. It is anticipated that Grantee will be able to hire the Behavioral Health Specialist I funded through this agreement by April 1, 2023. It is in the intent of the parties that funding under this Agreement be used for a full three years of services at the Navigation Center. In the event of staffing turnover, periods during which the Behavioral Health Specialist I is vacant shall not count toward the three-years of services, and the Parties may extend this Agreement so that a full three years of services are provided.

The increased coordinated response by a Deschutes County Behavioral Health staff will provide continuity and additional services to individuals experiencing acute mental health symptoms. Enhancing the response system, engaging early to screen houseless clients for mental health services and offering access appointments will result in improved outcomes for individuals with mental health symptoms and complex barriers.

Grantee, in conjunction with Shepherd's House, and the operator of the Navigation Center, will be responsible for coordinating the logistics of the position including office space, roles and responsibilities.

Exhibit B
Compensation

The City shall pay the amount of approximately \$135,000 annually, up to the not to exceed amount of \$405,000, towards staffing and supporting City's Navigation Center for three years. Expenses may include: a full time Deschutes County Behavioral Health staff person located at the City's Navigation Center for three years, training and credentialing related expenses, supplies, client stabilization funds, computers and peripherals, and indirect of 10%.

Grantee will invoice City annually beginning on the Effective Date. The Grantee will submit information and supporting documentation to demonstrate the length of time the Behavioral Health Specialist 1 has performed services under this Agreement since the last invoice.

Certificate Of Completion

Envelope Id: 387D729E0EB648DEB60FFD250038B8CE

Status: Completed

Subject: Complete with DocuSign: City of Bend Deschutes County - BH Navigation Center.pdf

Source Envelope:

Document Pages: 12

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Meghan Goss

AutoNav: Enabled

710 NW Wall st.

Envelope Stamping: Enabled

Bend, OR 97703

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

mgoss@bendoregon.gov

IP Address: 98.142.36.35

Record Tracking

Status: Original

Holder: Meghan Goss

Location: DocuSign

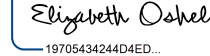
3/6/2023 5:10:32 PM

mgoss@bendoregon.gov

Signer Events**Signature****Timestamp**

Elizabeth Oshel

DocuSigned by:



Sent: 3/6/2023 5:11:57 PM

eoshel@bendoregon.gov

Viewed: 3/7/2023 8:26:41 AM

Assistant City Attorney

Signed: 3/7/2023 8:27:18 AM

City of Bend

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 97.120.16.78

Electronic Record and Signature Disclosure:

Accepted: 1/7/2022 10:19:20 AM

ID: 78804a74-6635-440d-b82c-b925b94e6d5d

Company Name: City of Bend CMO

Eric King

DocuSigned by:



Sent: 3/7/2023 8:27:19 AM

eking@bendoregon.gov

Viewed: 3/7/2023 9:11:58 AM

City Manager

Signed: 3/7/2023 9:12:03 AM

City of Bend

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 98.142.36.35

Electronic Record and Signature Disclosure:

Accepted: 7/5/2021 8:13:34 AM

ID: 63024b46-3be6-4515-ad0a-4c02b498e37f

Company Name: City of Bend CMO

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bend (we, us or City) 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 may be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. Paper copies may also be requested from City by contacting Procurement.

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.

Notices and disclosures may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system 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. 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 the City:

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 advise the City 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 dgalanaugh@bendoregon.gov and in the body of such request you must state: your previous email address, your new email address.

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

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 dgalanaugh@bendoregon.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with the City

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 dgalanaugh@bendoregon.gov and in the body of such request you must state your email, full name, mailing address, and telephone number.**

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 the City 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 the City during the course of your relationship with the City.

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: February 14, 2023

Department: Health Services, Behavioral Health Division

Contractor/Supplier/Consultant Name: City of Bend

Contractor Contact: Amy Fraley

Type of Document: Grant Agreement

Goods and/or Services: The City of Bend (City) is granting Deschutes County Health Services the sum of \$405,000 for the provision of a Behavioral Health Specialist 1 who will be located at the City's Navigation Center location.

Background & History: The funds paid under this grant agreement shall be applied to the performance of a full-time Behavioral Health Specialist 1 who will provide services to guests of the emergency non-congregate shelter at the City's Navigation Center, 275 NE 2nd Street, Bend, Oregon. Services may also be provided at the temporary Navigation Center location at 154 NE Franklin Ave., while the location on NE 2nd Street is under renovation.

Deschutes County Health Services will hire, train, and support a full-time position and locate that staff at the Navigation Center to increase access for those in need. The City shall pay \$135,000 per year for the term of the agreement. It is anticipated that Deschutes County Health Services will have an individual hired, credentialed and trained no later than April 1, 2023.

Agreement Starting Date: Effective Date **Ending Date:** April 1, 2026

Total Payment: \$405,000.

Insurance Certificate Received (check box)
Insurance: N/A - County provides services

Check all that apply:

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

Funding Source: City of Bend
Invoice \$135,000 annually beginning "effective date" of the agreement.

Included in current budget? Yes No
If **No**, has budget amendment been submitted? Yes No

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

Special conditions attached to this grant: Health Services will invoice City of Bend annually beginning on the grant effective date. Health Services will submit information and supporting documentation to demonstrate the length of time the Behavioral Health Specialist 1 has performed services since the last invoice.

Deadlines for reporting to the grantor:

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

Contact information for the person responsible for grant compliance: Name:
Phone #:

Departmental Contact and Title:
Phone #:

Deputy Director Approval:

Director Approval:

Signature: Holly Harris
Holly Harris (Feb 17, 2023 14:39 PST)

Signature: 

Email: holly.harris@deschutes.org

Email: janice.garceau@deschutes.org

Title: Deputy Director

Title: Director

Company: Deschutes County

Company: Deschutes County Health Services

Distribution of Document: Grace Justice Evans, Health Services Department.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)

Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2023-143

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing *
FTE Within the 2022-23 * RESOLUTION NO. 2023-013
Deschutes County Budget *

WHEREAS, the Deschutes County Health Department presented to the Board of County Commissioners on March 22, 2023 with regards to funds from the City of Bend for the purpose of a 1.0 limited duration FTE in support of operating the Navigation Center, 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 FTE be added:

Job Class	Position Number	Type	Duration if Limited Duration	FTE
Behavioral Health Specialist I		Limited Duration	March 31, 2026	1.0
Total FTE				1.0

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 March, 2023.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Analysis performed on a fiscal year

Fiscal Years 2023 - 2027, 7/1/22 - 6/30/2027

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
RESOURCES						
City of Bend Grant	\$ 33,000	\$ 135,000	\$ 135,000.00	\$ 102,000		\$ 405,000
						\$ -
						\$ -
						\$ -
	\$ 33,000	\$ 135,000	\$ 135,000	\$ 102,000	\$ -	\$ 405,000
REQUIREMENTS						
Wages & Benefits	\$ 25,000	\$ 104,471	\$ 110,468	\$ 89,016		\$ 328,955
Travel	\$ 173	\$ 500	\$ 500	\$ 350		\$ 1,523
Training	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500		
Supplies	\$ 8,000	\$ 10,602	\$ 10,602	\$ 5,000		\$ 34,204
Capital Outlay						\$ -
Contracted Services						\$ -
Total Indirect -	\$ 3,417	\$ 11,657	\$ 12,257	\$ 9,487	\$ -	\$ 36,818
Total Costs	\$ 37,590	\$ 128,230	\$ 134,827	\$ 104,353	\$ -	\$ 405,000

Supplies to include computer and periphireals for new position, client stabilization funds, and basic office supplies. Travel includes mileage reimbursement for staff travelling on county business.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Grant from the Oregon Department of Transportation for an awareness campaign to address impaired driving

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2023-186, accepting a grant from the Oregon Department of Transportation.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Department of Transportation (ODOT) on behalf of the National Highway and Traffic Safety Administration (NHTSA) has requested to partner with Deschutes County Health Services (DCHS) Substance Misuse Prevention program on a media awareness campaign to address impaired driving. ODOT has awarded DCHS \$10,000 of non-competitive funding for the period October 1, 2022 to September 30, 2023 for this campaign.

Impaired driving is an issue across Deschutes County, resulting in heavy burdens of injury and loss of life. Taking a prevention-focused approach and addressing youth in particular provides a proactive and cost-effective strategy. At this time, Oregon leads the national average in most every category of alcohol and drug metrics involving youth use, frequency of use, perception of harm, and age of onset use. The middle and high school age ranges represent a unique overlap between the potential for experimenting with or initiating substance use, and learning how to drive (or soon to be learning). National data indicates that 29% of drivers aged 15 to 20 killed in car crashes registered a blood alcohol level.

This community awareness campaign will support parents to keep new drivers safe and help them prevent and address risky behaviors. Reaching parents is particularly effective since data reveals that parents have an important influence on whether youth will use substances and engage in other risky behaviors, and parents are particularly receptive to prevention messages. For this reason, influencing parental concern about substances and

impaired driving may encourage parents to have open communication with their kids in addition to instilling parent modeling behaviors and parental monitoring.

Through this media campaign, Deschutes County Health Services intends to work toward four main objectives:

- Disseminate campaign materials to a minimum of 500 households;
- Promote a website with information, training and guidance on effective prevention conversations and parenting practices;
- Reduce alcohol or drug related injury and/or fatalities; and
- Reduce alcohol or drug related crashes resulting in fatalities to persons under 21.

Through the Deschutes County FY23 Budget process, DCHS was appropriated marijuana tax funds for substance misuse prevention. A portion of these funds have been used to contract with Zolo Media to produce an evidence-based [community awareness campaign](#) in both English and Spanish. Funding from this ODOT grant will be used to amend the Zolo Media contract to include these additional resources.

Funds will be disbursed as reimbursement upon receipt and approval of the final report. A \$2,500 match is required and will be satisfied through the use of marijuana tax funds, as described above. Indirect costs are not funded.

BUDGET IMPACTS:

\$10,000 revenue

ATTENDANCE:

Jessica Jacks, Program Manager, Health Services

OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Office Grant Agreement
(Federal Funded only)

This Transportation Safety Office Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office hereinafter referred to as ODOT or Agency, and Deschutes County Health Services, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

Agreement Terms and Conditions

1. Effective Date. This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2022, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2022** through and including **September 30, 2023** (the "Grant Period"). No Grant Funds are available for expenditures incurred after the Grant Period.

2. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.
The Agreement Terms and Conditions set forth herein
Exhibit A Project Description
Exhibit B ODOT Grant Budget and Cost Sharing
Exhibit D - INFORMATION REQUIRED BY 2 CFR §
200.332(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

3. Grant Award. In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$10,000** (the "Grant Funds") for eligible costs of the Project.

4. Project.

a. Description. The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

b. Project Change Procedures. Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and may need approval of the funding agency (identified in

Section 8 of this Agreement) if the end of the grant award year is involved.

c. Conditions of Project Approval. [RESERVED].

5. Grant Funds.

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

b. Eligible Project Costs. The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

c. Reimbursement. ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

d. Conditions Precedent to Reimbursement.

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- (i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- (ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and
- (iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

e. Availability of Federal Funds. The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each

or collectively the “Federal Funding Agency”) by statute or administrative action.

6. Project Reporting and Management. Grantee’s Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

a. Project Director Responsibilities. The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report (“Quarterly Report”). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period.

The “Project Director” is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The “Designated Alternate” is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT’s pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically ‘signed/approved’, if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

b. Travel. Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State’s travel policy, such as utilizing Government Services Administration (GSA) travel

reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee’s jurisdiction should be summarized on the Quarterly Reports.

c. Development of Print or Production Materials.

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein (“Work Product”), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is “work made for hire” of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency’s reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, Grantee shall secure on Agency’s behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency’s behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set

forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

d. Equipment Purchased with Grant Funds.

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

7. Final Report. Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

a. Objective and Activities. A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

b. Costs. A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

c. Implementation. Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

d. Evaluation. Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

e. Completed Data Table. Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

8. Recovery of Grant Funds.

a. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

b. Audit.

i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

iii. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

9. General Representation and Warranties of Grantee. Grantee represents and warrants to ODOT as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right

to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

c. No Gratuities. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Records Maintenance and Retention.

a. Records, Access to Records and Facilities.

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books,

documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

11. Sub-agreements.

a. Subcontractors. Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

b. Terms of Subcontracts. Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;
- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and
- (iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal

Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

c. Conditional Terms. Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and
- (v) Any additional terms required by federal law and set forth in Exhibit C.

d. Subcontractor Indemnity/Insurance.

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6.**

12. Termination

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

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

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

- (i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

c. Termination by Either Party. If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

13. Default.

a. Grantee Default. Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
 - (ii) Grantee fails to cure any performance as provided in Section 12.c;
 - (iii) Grantee fails to perform any other obligation required under this Agreement; or
 - (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee 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 (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

14. Remedies.

a. Agency Remedies. Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of

such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

b. Grantee Remedies. In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

15. General Provisions.

a. Contribution.

(i) 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 Agency or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

Attn: Project Director: As listed in application.

ODOT
ODOT Contact: Vanessa Churchill

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

g. 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 Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of 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. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

c. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

h. Compliance with Law. Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

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

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

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

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

f. Notices. 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, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address |
listed on page 1 of this Agreement.

k. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) 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 so executed shall constitute an original.

l. Integration and Waiver. This Agreement, and the attached Exhibits, constitute 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. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any

provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

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

STATE OF OREGON acting by and through its Department of Transportation

Signature:

Transportation Safety Office Manager, ODOT-TSO

Date: _____

Print Name: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Sam Zeigler per email dated 6/16/22

Sam Zeigler, Assistant Attorney General

GRANTEE: Project Director:

Signature: _____

Date: _____

Print Name and Title: Lauren Wood, Supervisor

GRANTEE: Designated Alternate:

Signature: _____

Date: _____

Print Name and Title: Jessica Jacks, Program Manager

GRANTEE: Authorizing Official:

Signature: _____

Date: _____

Print Name and Title: _____

EXHIBIT A

[INSERT PROJECT SUMMARY REPORT AND NEGOTIATED GRANT PROJECT APPLICATION]

**EXHIBIT B
BUDGET AND COST SHARING**

[Insert or attach budget from negotiated Project Application]

EXHIBIT C
SUMMARY OF FEDERAL REQUIREMENTS
ANNUAL FFY CERTIFICATIONS AND ASSURANCES
FOR HIGHWAY SAFETY GRANTS
(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)

Additional Required Federal Terms and Conditions for Grants funded with Federal Funds

General Applicability and Compliance. Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, 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. Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. 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 work in violation of 42 U.S.C. 14402.

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

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$150,000

then Grantee 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 ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards. Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee 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).

6. Audits.

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

7. Federal Intellectual Property Rights Notice. The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the Federal Funding Agency to Agency. The Grantee 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 Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
(ii) 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.”

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.

8. Uniform Guidance and Administrative Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding 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. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

b. Procurement Standards. When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b 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 Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

9. Federal Whistleblower Protection. Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

10. Nondiscrimination. Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

11. Buy America Act. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

12. Prohibition on Using Grant Funds to Check for Helmet Use. The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

13. Political Activity (Hatch Act). The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Certification Regarding Federal Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

15. Restriction on State Lobbying. None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

16. Certification Regarding Debarment and Suspension.

Instructions for Primary Tier Participant Certification (States)

a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- 1.** The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**EXHIBIT D
INFORMATION REQUIRED BY 2 CFR § 200.332(a)(1)***

Federal Award Identification:

1. Subrecipient name (which must match the name associated with its unique entity identifier): Deschutes County Health Services
2. Subrecipient unique entity identifier (e.g. UEI number): SVJRCF7JN519
3. Federal Award Identification Number (FAIN): 69A3752230000405DORM
4. Federal Award Date: 10/01/2022
5. Sub-award Period of Performance Start and End Date: From 10/01/2022 to 09/30/2023
6. Sub-award Budget Period Start and End Date: From 10/01/2022 to 09/30/2023
7. Total Amount of Federal Funds Obligated by this Agreement: \$10,000
8. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$10,000
9. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$10,000
10. Federal award project description: Impaired driving prevention media campaign for Deschutes County targeted at drivers under 21 and parents of young drivers. The focus of this campaign is to make youth and parents aware of key facts surrounding underage substance misuse and impaired driving while providing resources to plan ahead, assist in youth/adult conversations about the dangers of impaired driving, and additional prevention resources available through Deschutes County Public Health.
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: NHTSA
 - (b) Name of pass-through entity: ODOT Transportation Safety Office
 - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
12. Assistance Listings Number and Title: 20.616 - 405d
Amount: \$10,000
13. Is Award Research and Development? Yes No
14. Indirect cost rate for the Federal award: 0%

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

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

Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X Grantee is a subrecipient ___ Grantee is a vendor ___ Not Applicable



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Office

EXHIBIT A
GRANT PROJECT APPLICATION

Project No: M5X-23-12-01 AAA

Project Name: Deschutes County Impaired Driving Media Campaign

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

I. Project Description

Impaired driving prevention media campaign for Deschutes County targeted at drivers under 21 and parents of young drivers. The focus of this campaign is to make youth and parents aware of key facts surrounding underage substance misuse and impaired driving while providing resources to plan ahead, assist in youth/adult conversations about the dangers of impaired driving, and additional prevention resources available through Deschutes County Public Health.

II. Problem Statement

A. Describe the problem(s) this project will try to impact:
(Describe the problem(s) you intend to impact with this grant.)

Impaired driving is an issue of particular concern across the country, resulting in heavy burdens of injury and loss of life. Taking a prevention-focused approach and addressing youth in particular provides a proactive and cost-effective strategy. According to Oregon-Idaho High Intensity Drug Trafficking Areas (HIDTA) most recent report from 2020, Oregon leads the national average negatively in most every category of alcohol and drug metrics involving youth use, frequency of use, perception of harm, and age of onset use. The middle and high school age represents a unique overlap between potential for experimenting or initiating substance use, and learning to drive (or soon-to-be learning), and provides an important window of opportunity for upstream prevention.

The good news is that by focusing upstream on prevention, we have effective partners who want to keep new drivers safe and play a critical role in preventing and addressing risky behaviors early on: parents. Targeting parents is particularly effective since data tells us they have an important influence on whether youth will use substances and engage in other risky behaviors, AND they are a particularly receptive audience to prevention messages. In addition, we have student data from Deschutes County telling us that the "perception of parental disapproval" of youth using substances like marijuana has been

trending down in recent years (Oregon Student Wellness Survey, 2014-2018). This is typically a metric paired with a later uptick in youth use. For this reason, we want to influence parental concern about substances and impaired driving and encourage communication of this concern to their kids. Encouraging parents to have open communication, parent modeling of healthy behaviors [5], parental monitoring of their kids, and clearly communicated family values, are all parental practices that act as "protective factors" against a number of concerning health behaviors, including substance use and impaired driving[6]. In fact, a recent longitudinal study demonstrated that parental practices like these had enduring effects that lasted several years after high school, to protect against both impaired driving, and riding with an impaired driver[7].

- B. Provide summary data about the problem(s):
(Give summary data regarding the problem as it exists in your jurisdiction.)

National data tells us that 29 percent of young drivers 15 to 20 years old who were killed in crashes in 2020 had blood alcohol concentrations (BACs) of .01 grams per deciliter (g/dL) or higher; 82 percent of those young drivers who had alcohol in their systems also had BACs of .08 g/dL or higher[1]. We also know that Teen drivers have a much higher risk for being involved in a crash than older drivers at the same blood alcohol concentration (BAC), even at BAC levels below the legal limit for adults[2]. After alcohol, marijuana is the most common drug associated with impaired driving[3], and has negative impacts on judgment, motor coordination, decision-making and reaction time[4].

And while there have been increases in impaired driving crashes and fatalities across the state of Oregon, this problem is even more pronounced in Region 4. ODOT data for 2019-2020 (April 2022), shows Region 4 alcohol-only fatalities are up 30% for alcohol only, and saw a 55% increase in drug-involved fatalities. Both loss of life, and serious injuries in Deschutes County involving impaired young drivers (ages 15-20) has increased by 100% two years in a row (2019-2021) based on available CARS data. Lack of awareness about this growing issue and increased risk-taking behavior by drivers in this age group are contributing to this alarming upward trend despite a slow statewide decline of 3% in impaired drivers within this same age group (2019-2020.) The charts attached illustrate the statewide vs. Deschutes County final data from 2016-2020 for impairment involved young drivers, and all age fatalities and serious injuries involving drugs and alcohol.

The most recent Student Health Survey data (2020) tells us that more than twice as many Deschutes County 11th graders reported riding in a vehicle driven by another teenager who had been drinking alcohol, as compared to the state average (5.5% v. 2.5%, respectively). This student survey data also provides insight into another area of concern: marijuana-impaired driving. Among 11th graders who reported driving in the past 30 days, and using marijuana in the past 30 days, 19.1%

(nearly 1 in 5 students) reported driving within 3 hours of using marijuana.

[1]National Center for Statistics and Analysis. (2015, October). Young drivers: 2013 data. (Traffic Safety Facts. Report No. DOT HS 812 200). Washington, DC: National Highway Traffic Safety Administration.

[2] Zofeifa A, Rexach-Guzmán BD, Hagemeyer AN, Rudd RA, Sauber-Schatz EK. Driving Under the Influence of Marijuana and Illicit Drugs Among Persons Aged ?16 Years - United States, 2018. MMWR Morb Mortal Wkly Rep 2019;68:1153-1157. DOI: <http://dx.doi.org/10.15585/mmwr.mm6850a1>

[3] National Institutes of Health (NIH), National Institute on Drug Abuse (NIDA). Drugged Driving DrugFacts. U.S. Department of Health and Human Services; December 2019. Available at: www.drugabuse.gov/publications/drugfacts/drugged-drivingexternal icon

[4] Azofeifa A, Rexach-Guzmán BD, Hagemeyer AN, Rudd RA, Sauber-Schatz EK. Driving Under the Influence of Marijuana and Illicit Drugs Among Persons Aged ?16 Years - United States, 2018. MMWR Morb Mortal Wkly Rep 2019;68:1153-1157. DOI: <http://dx.doi.org/10.15585/mmwr.mm6850a1>

[5] Li, K., Simons-Morton, B. G., Vaca, F. E., & Hingson, R. (2014). Association between riding with an impaired driver and driving while impaired. Pediatrics, 133(4), 620-626. <https://doi.org/10.1542/peds.2013-2786>

[6]Chen, M. J., Grube, J. W., Nygaard, P., & Miller, B. A. (2008). Identifying social mechanisms for the prevention of adolescent drinking and driving. Accident; analysis and prevention, 40(2), 576-585. <https://doi.org/10.1016/j.aap.2007.08.013>

[7] Vaca, F. E., et al. (2020) Longitudinal Associations of 12th-Grade Binge Drinking With Risky Driving and High-Risk Drinking. Pediatrics. doi.org/10.1542/peds.2018-4095.

- C. List current activities and associated agencies already involved in solving the problem(s):
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

Other agencies involved with this work: Central Oregon Health Council (COHC), Redmond Police Department, CLEAR Alliance, Central Oregon Area Commission on Transportation.
 Specifically involved with this project: Latino Community Association, Zolo Media, The Shared Future Coalition: Oregon Liquor and Cannabis Commission, Deschutes County Health Services, High Desert ESD, Oregon Parks and Recreation Department, Central Oregon Health Council (COHC), Cascade Security, Inc.

III. Objectives
(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.

The following are examples:

“To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys.”

“To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004.”

“To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004.”

“To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location.”

	Start Date	End Date	Objective
1.	10/01/2022	9/30/2023	Disseminate campaign materials to a minimum of 500 households in Deschutes County containing 9th-12th graders and parents of this age group in Deschutes County. This number will be used as a baseline to determine outreach abilities within this medium and utilized to set appropriate goals moving forward.
2.	10/01/2022	9/30/2023	Drive parents of 5th-10th graders to the provided website with information, training and guidance on effective prevention conversations and parenting practices surrounding substance misuse and prevention of impaired driving - raising web traffic to this site by 50%.
3.	10/01/2022	9/30/2023	Reduce alcohol or drug-involved serious injury and fatalities in Deschutes County from the 2016-2020 average of 20 to 18 from preliminary data received by September 30th, 2023.
4.	10/01/2022	9/30/2023	Reduce alcohol or drug-involved crashes resulting in fatalities to persons under the age of 21 in Deschutes County from the 2016-2020 average of 1 to 0 from preliminary data received by September 30th, 2023.

IV. Proposed Activities

A. Major Activities

(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description what will be done, who will do it, and who will be affected.)

	Start Date	End Date	Activity
1.	10/01/2022	9/30/2023	Develop media campaign materials in English and Spanish to target parents of new drivers, encouraging them to have prevention conversations with their kids about substance misuse and impaired driving.
2.	10/01/2022	9/30/2023	Campaign launch with delivery of media to targeted audiences via online/social media, cable and streaming television, local radio
3.	10/01/2022	9/30/2023	Provide resources for parents via the Shared Coalition website on topics of impaired driving facts and parental guides for discussing impaired driving with teens.

Plans for sharing the project activities with others:

Central Oregon Health Council (COHC), Redmond Police Department, CLEAR Alliance, Central Oregon Area Commission on Transportation. Latino Community Association, Zolo Media, The Shared Future Coalition: Oregon Liquor and Cannabis Commission, Deschutes County Health Services, High Desert ESD, Oregon Parks and Recreation Department, Central Oregon Health Council (COHC), Cascade Security, Inc.

B. Coordination

(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)

Is coordination with outside agencies or groups required? If **yes**, check here:

1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:

Name/role of groups and agencies involved:

2) Fill this if you did not check the box above:

Ability to complete the project independently:

C. Continuation

Plans to continue the project activities after funding ceases:

Media can be utilized in future campaigns.

V. Evaluation Plan

A. Evaluation Questions

(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)

Evaluation Question	
1.	To how many households of the target audience were delivered the impaired driving campaign in both English and Spanish within Deschutes County?
2.	How much did web traffic increase to the Shared Future Coalition website?
3.	Was there a reduction in alcohol or drug-involved serious injury and fatalities in Deschutes County from the 2016-2020 average of 20 to 18 from preliminary data received by September 30th, 2023?
4.	Was there a reduction in alcohol or drug-involved crashes resulting in fatalities to persons under the age of 21 in Deschutes County from the 2016-2020 average of 1 to 0 from preliminary data received by September 30th, 2023?

B. Data Requirements

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.

2. Data System

Describe how the data will be collected, stored, and tabulated:

Reports from the contracted media company will provide data about households receiving impaired driving messaging and on which platform. For online mediums, data will include information (clicking, commenting, etc.) from the Shared Future Coalition.

C. Evaluation Design

Describe how the data will be analyzed:

Data will be analyzed by the Region 4 transportation safety coordinator to determine if the objectives were met, and activities were executed as stated in the grant. Ongoing follow up will be looked at as new year's data are finalized

- D. Project Evaluation Preparation
A Project Evaluation Report will be submitted to TSO following the requirements given in the Agreements and Assurances.

VI. Grant Project Budget Summary

- A. List of major budget items:

Impaired driving message development in Spanish and English, then distribution of ads on cable and streaming television, social media, local radio, and online platforms.

- B. Budget Allotment

The agency named in this document hereby applies for \$10,000.00 in Transportation Safety funds to be matched with \$2,500.00 in funds from source County grant funding to assist to carry out a traffic safety project described in this document.

VII. Budget and Cost Sharing

(Complete Form 737-1003 Budget and Cost Sharing. You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

VIII. Exhibits

- A. Exhibit A: Data Table
(To be developed at a later date.)
- B. Exhibit B: Job Descriptions
(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)
- C. Exhibit C: Contracts or Service Agreements
(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSO to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)

IX. Agreements and Assurances

(READ, sign and attach to the grant project application.)

X. Approval Signatures

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized. **The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name*: Deschutes County Health Services
Street Address: 2577 NE Courtney Drive
City: Bend
State: OR
Zip: 97701

B. Project Director

First Name: Lauren Last Name: Wood
Title: _____ Email: Lauren.wood@deschutes.org
Phone: 541-419-3640 Fax: _____
Street Address: 2577 NE Courtney Drive
City: Bend
State: OR
Zip: 97701

Signature: _____ Date: _____

C. Authorizing Official of Agency Completing Application

First Name: Janice Last Name: Garceau
Title: _____ Email: Janice.garceau@deschutes.org
Phone: 541-322-7449 Fax: _____
Street Address: 2577 NE Courtney Drive
City: Bend
State: OR
Zip: 97701

Signature: _____ Date: _____

*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation
Transportation Safety Office
4040 Fairview Industrial Drive SE - MS 3
Salem, OR 97302-1142
Email completed electronic copy to your TSO Program Manager.

EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

03/22/2023 Item #11.

Project No.: M5X-23-12-01 AAA
 Project Name: Deschutes County Impaired Driving Media Campaign
 Agency: Deschutes County Health Services

Project Period: 11/15/22 - 09/30/23
 (From) (To)

(Office Use Only)

Grant Adjustment #: 0
 Grant Adjust. Effective Date: 2/27/2023
 Project Yr. (1-2-3, Ongoing): _____

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

1. Personnel Costs*

A. Staff assigned and estimated hours:	Hours	Rate	Total Cost
_____	0.00 @ \$	1.00 /hr = \$	-
_____	0.00 @ \$	- /hr = \$	-
_____	0.00 @ \$	- /hr = \$	-
_____	0.00 @ \$	- /hr = \$	-
_____	0.00 @ \$	- /hr = \$	-
_____	0.00 @ \$	- /hr = \$	-
Staff Subtotal			\$ -

B. Overtime	Hours	Rate	Total Cost
_____	0.00 @ \$	- /hr = \$	-
_____	0.00 @ \$	- /hr = \$	-
Overtime Subtotal			\$ -

C. Volunteer Time	Hours	Rate	Total Cost
_____	0.00 @ \$	- /hr = \$	-
_____	0.00 @ \$	- /hr = \$	-
Volunteer Subtotal			\$ -

2. Personnel Benefits

A.	Unit Cost	# of Units	Total Cost
_____	\$ - @	0 =	\$ -
_____	\$ - @	0 =	\$ -
Benefits Subtotal			\$ -

3. Equipment

A.	Unit Cost	# of Units	Total Cost
_____	\$ - @	0 =	\$ -
_____	\$ - @	0 =	\$ -
_____	\$ - @	0 =	\$ -
_____	\$ - @	0 =	\$ -
Equipment Subtotal			\$ -

4. Materials/Printing

A.	Unit Cost	# of Units	Total Cost
_____	\$ - @	0 =	\$ -
_____	\$ - @	0 =	\$ -
_____	\$ - @	0 =	\$ -
Materials Subtotal			\$ -

5. Overhead/Indirect Costs

A.	Unit Cost	# of Units	Total Cost
_____	\$ - @	0 =	\$ -
_____	\$ - @	0 =	\$ -
Overhead Subtotal			\$ -

TSD FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00

EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

03/22/2023 Item #11.

Project Number: Deschutes County Impaired D

6. Other Project Costs

A. Travel In-State	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B. Travel Out-of-State (specify)***:			
	\$ - @	0 =	\$ -
C. Office Expenses (supplies, photocopy, telephone, postage)			
	\$ - @	0 =	\$ -
D. Other Costs (specify):			
1.) Bilingual Impaired Driving Media (\$ 10,000.00 @	1 =	\$ 10,000.00
2.) Bilingual Substance Misuse Camp	\$ 2,500.00 @	1 =	\$ 2,500.00
3.)	\$ - @	0 =	\$ -
4.)	\$ - @	0 =	\$ -
5.)	\$ - @	0 =	\$ -
Other Project Costs Subtotal			\$ 12,500.00

7. Consultation/Contractual Services **

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
Consultation/Contractual Services Total			\$ -

8. Mini-Grants ***

	TSD	Match
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
Mini-Grants Subtotals	\$ -	\$ -

TOTAL

COST SHARING BREAKDOWN

1. TSD Funds	\$ 10,000.00	80%
2. Match: State		
3. Match: Local	\$ 2,500.00	20%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 12,500.00	100%

TSD FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$10,000.00	\$2,500.00	\$12,500.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$10,000.00	\$2,500.00	\$12,500.00

Budget Comments:

* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.

** TSD approval required prior to expenditures.

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Type of Document: Grant Agreement

Goods and/or Services: Oregon Department of Transportation (ODOT) is granting Deschutes County Health Services \$10,000 to fund an Impaired Driving Media Campaign. The focus of this campaign is to make youth and parents aware of key facts surrounding underage substance misuse and impaired driving while providing resources to plan ahead, assist in youth/adult conversations about the dangers of impaired driving, and provide prevention resources available through Deschutes County Public Health.

Background & History: Impaired driving is an issue across Deschutes County, resulting in heavy burdens of injury and loss of life. Taking a prevention-focused approach and addressing youth in particular provides a proactive and cost-effective strategy. At this time, Oregon leads the national average in most every category of alcohol and drug metrics involving youth use, frequency of use, perception of harm, and age of onset use. The middle and high school age represents a unique overlap between potential for experimenting or initiating substance use, and learning to drive (or soon-to-be learning), National data indicates that twenty-nine percent (29%) of young drivers ages fifteen (15) to twenty (20) killed in car crashes registered a blood alcohol level.

Deschutes County Health Services' community awareness shall support parents to keep new drivers safe and play a critical role in preventing and addressing risky behaviors. Reaching parents is particularly effective since data reveals that parents have an important influence on whether youth will use substances and engage in other risky behaviors, AND parents are particularly receptive to prevention messages. For this reason, influencing parental concern about substances and impaired driving may encourage parents to have open communication with their kids in addition to instilling parent modeling behaviors, parental monitoring, and clearly communicated family values.

Through this media campaign, Deschutes County Health Services intends to accomplish four (4) main objectives:

- Disseminate campaign materials to a minimum of five hundred (500) households;
- Promote website with information, training and guidance on effective prevention conversations and parenting practices (increasing traffic to website by fifty percent (50%));
- Reduce alcohol or drug related injury and/or fatalities;
- Reduce alcohol or drug related crashes resulting in fatalities to persons under twenty-one (21).

A \$2,500 match is required.

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance:

Check all that apply:

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

Funding Source: ODOT, Impaired Driving Media Campaign

Project Code:

Included in current budget? Yes No
 If **No**, has budget amendment been submitted? Yes No

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

Contact information for the person responsible for grant compliance: Name:
 Phone #:

Departmental Contact and Title:
Phone #:

Deputy Director Approval:

Director Approval:

Signature: Heather Kaisner
Heather Kaisner (Mar 14, 2023 15:34 PDT)

Signature: 

Email: heather.kaisner@deschutes.org

Email: janice.garceau@deschutes.org

Title: Deputy Director, Health Services

Title: Director

Company: Deschutes County Health Services

Company: Deschutes County Health Services

Distribution of Document: Grace Justice Evans, Health Services Department.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)
 Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2023-186



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Amendment to the contract with St. Charles for psychiatric emergency services

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-090, amending the contract with St. Charles for psychiatric emergency services.

BACKGROUND AND POLICY IMPLICATIONS:

St. Charles operates Sage View as a secure inpatient psychiatric facility, serving residents of Central Oregon and others in need of acute psychiatric care. Since 2005, Deschutes County, on behalf of Crook and Jefferson counties, has contracted with St. Charles to ensure indigent residents of the three counties have access to these services and this facility. Under the terms of the contract, St. Charles agrees to provide in-patient psychiatric services to any and all indigent residents of the three counties who need short-term acute stabilization. Acute care services may include: 24-hour supervision and nursing care; health screening or medical care; psychiatric assessment; medication management; individual and group therapy; psycho-education regarding mental health and addiction issues; family involvement; case management; and transportation services between Sage View and St. Charles Hospital (Bend) as needed for medical or other services.

St. Charles also operates the Psychiatric Emergency Services (PES) unit which is designed for short-term acute psychiatric stabilization. The PES unit is the only unit designed to handle violent patient behavior, acute medical needs requiring oxygen or intravenous therapies in a psychiatric condition, and intense levels of acute medical service.

PES serves all ages and is designed to provide maximum safety for patients experiencing behavioral disturbances or medical conditions that cannot be safely managed at Sage View. PES is primarily intended for individuals in need of seclusion or restraining those who have complex medical issues requiring specialized medical oversight.

This amendment to Document No. 2022-007 extends the termination date to June 30, 2023 and increases the maximum compensation by \$165,000 (\$330,000 to \$495,000).

BUDGET IMPACTS:

\$165,000

ATTENDANCE:

Holly Harris, Deputy Director
Adam Goggins, Program Manager



REVIEWED

LEGAL COUNSEL

**DESCHUTES COUNTY SERVICES AMENDMENT #1
DOCUMENT NO. 2023-090
AMENDING DESCHUTES COUNTY CONTRACT NO. 2022-007**

This Amendment #1 ("Amendment") is entered into and effective as of January 1, 2023 (the "Amendment Effective Date"), by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Services Department, Behavioral Health Division ("County") and St. Charles Health System, Inc., a nonprofit corporation organized under the laws of the State of Oregon, on behalf of itself and its wholly owned subsidiaries and affiliates ("Contractor"), is amended, effective upon signing of all parties, as set forth below.

Recitals

WHEREAS, the parties entered into Deschutes County Contract No. 2022-007, on January 1, 2022 (the "Contract"), pursuant to which Contractor provides services pursuant to Exhibit 1 attached hereto ("Services") to County; and

WHEREAS, 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 Both parties certify 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; and

WHEREAS, the above listed Contract is amended as follows (new language is indicated by **bold** font and deleted language is indicated by ~~strikeout~~ font); and

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

Agreement

1. **Recitals.** The Recitals are incorporated into the Contract.
2. **Extension of Term.** The Contract shall be revised so the term of the Contract shall commence upon the Amendment Effective Date and except as otherwise specifically provided herein, shall terminate on ~~December 31, 2022~~ **June 30, 2023** ("Term"), unless earlier terminated or renewed in accordance with the Contract.
3. **Time is of the Essence.** The parties agree that time is of the essence in the performance of this Amendment.
4. **Section 2. Contractor's Services.** Contractor shall provide the services outlined in Exhibit 1 of this Contract (the "Services"). Maximum compensation shall not exceed ~~\$330,000~~ **\$495,000** in accordance to the terms outlined in Exhibit 1.
5. Exhibit 1, is hereby amended as revised Exhibit 1 and is attached hereto and incorporated herein by this reference.
6. **Effect of Amendment.** Except as modified by this Amendment, the terms and conditions of the Contract shall remain in full force and effect.

(Signature page to follow)

DESCHUTES COUNTY SERVICES AMENDMENT #1
DOCUMENT NO. 2023-090
AMENDING DESCHUTES COUNTY CONTRACT NO. 2022-007

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures. The persons executing this Amendment warrant that they have the authority to bind County and Contractor to the terms and conditions embodied in this Amendment.

DATED this _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair,

PATTI ADAIR , Vice Chair

PHIL CHANG , Commissioner

ATTEST:

Recording Secretary

St. Charles Health System, Inc.

Signature:

DocuSigned by:
Matt Swafford
C2F1BE9DB1344AB...
Matt Swafford

Email:

SVP and CFO

Title:

2/20/2023

Date:

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-007
PES & Sage View
STATEMENT OF WORK AND PAYMENT TERMS

1. Principles and Considerations:

- a. The goal of Acute Care Psychiatric Services is the stabilization, control, and amelioration of acute dysfunctional symptoms or behaviors that result in the earliest possible return of the individual to a less restrictive environment per OAR 309-032-0870 (2).
- b. Deschutes County Health Services shall assume fiduciary accountability to the Oregon Health Authority for the Contract funds paid for acute care behavioral health service needs of indigent Central Oregon residents.
- c. Each of the three (3) counties (Crook, Deschutes, and Jefferson, collectively the "Counties") shall have designated diversion funds to assist with temporary housing costs, transportation fees, and medication costs.
- d. Counties and Contractor shall meet and collaborate with regards to: sharing information, claims data reconciliation, developing performance metrics and establishing a forum for regular communication.
- e. Counties and Contractor agree to serve on the Regional Acute Care Council to ensure appropriate and effective care and treatment. The council shall meet to assess and collaboratively plan for improving care and treatment to patients, including patients into and out of the service, per OAR 309-032-0870 (12).

2. Services:

- a. Contractor shall provide Acute Care Psychiatric Services, within Contractor's capacity and capabilities, to individuals age eighteen (18) years and older, in Crook, Deschutes, and Jefferson County who, due to a mental disorder cannot resolve his/her problems in a less restrictive, community setting and, who require the level of protection and security available in an acute 24-hour setting and who are indigent. Indigent is defined as the following:
 - i. At the time of admission, individual has no third-party insurance and has no ability to pay as defined by federal guidelines; or
 - ii. At the time of admission, individual has exhausted their Medicare and/or Commercial insurance benefits for behavioral health; or
 - iii. During the course of care, individual has exhausted all ability to pay, as outlined in paragraph i. and ii. of this paragraph 2, for services under this Contract and is receiving involuntary treatment.
- b. Contractor shall comply with all applicable State and Federal laws and regulations and provisions as incorporated herein as if fully set forth in this place.

3. Specific Services: Specifically, Contractor shall:

- a. Contractor shall provide twenty-four (24) hours a day, three hundred and sixty-five (365) days a year services. Contractor shall notify County Designee immediately regarding any impediment that materially affects Contractor's ability to provide the Services.
- b. Contractor shall provide emergency medical care if needed to individuals served under this contract. Contractor shall promptly notify the Crisis Manager/Supervisor if such care requires a transfer from Contractor's facility.
- c. Contractor agrees to not charge Counties for transport costs between the Psychiatric Emergency Services unit at St. Charles Health System, Inc. and Sage View.
- d. Contractor shall collaborate with the Behavioral Health Director - to determine utilization outcomes under this Contract.
- e. Contractor shall permit Director's Designees on-site access to individuals, medical records, and Contractor staff providing care to individuals served under this Contract.

- f. Contractor shall comply with generally accepted practices and procedures for coordination of benefits and third-party liability recovery and assist the Director's Designee and any other state agencies with such efforts.
- g. Parties shall collaborate in the resolution of grievances under this contract, including timely response to a request for information regarding such matters.
- h. Contractor and Director's Designees shall maintain in good standing all licenses, permits, certifications and accreditations required by law and regulation at all times during the term of this Contract. Contractor shall require all agents, employees and all subcontractors have and maintain in good standing all licenses, permits, certifications and accreditations required by law and regulation and upon request, provide Director's Designee with written evidence of the existence and good standing of all aforementioned licenses, permits, certifications and accreditation. Contractor shall make every effort to notify the Director's Designee as soon as possible but not later than five (5) business days whenever action of any kind is initiated against Contractor such as: (a) the suspension, restriction or loss of the Contractor's or subcontractor's license, permit, certification or accreditation, or (b) the imposition of any sanctions against any of the foregoing under Medicaid or any other government program; and Contractor shall immediately notify Director's Designee if any such action is initiated against any subcontractor.
- i. Contractor shall track all admissions and inpatient stays that utilize funding under this Contract and collaborate with the Director's Designee on reconciliation for individuals whose inpatient stay was covered under this Contract.
- j. Contractor shall provide Utilization Data Performance Metrics quarterly as follows:
 - i. Discharge Planning: Annual 5% improvement of Warm Handoff from previous year.
 - ii. Acute Care Patient Harms within Department: <10 Events in calendar year that meet the hospital definitions of acute care patient harm: ADE Hypoglycemia, ADE Opioids, CDIFF, Falls with Injury, CAUTI, CLABSI, VAE, MDRO, SSI, DVT/PE

4. Payment for Services:

- a. Maximum Compensation. The Maximum compensation for services outlined in this Exhibit 1 shall not exceed ~~\$330,000~~ **\$495,000** (Maximum Compensation stated is inclusive of data performance metric being met). In consideration of aligning the contract from fiscal year (July to June) to calendar year, payment schedule is detailed as follows:
- b. County shall pay a ten percent (10%) data performance metric on the total amount paid during the contract period, not to exceed ~~\$33,000~~ **\$49,500** for the term of the Contract. Contractor shall provide quarterly data as specified in section 3 (k) and invoice County for data performance metric with final quarterly invoice.
- c. Contractor agrees that payments will be applied to cover charges associated with the admission of indigent individuals for Sage View and PES services, including but not limited to room rate, associated staff time and professional fees (including psychiatrist/MD), psychiatric medications, lab work and medical care.
- d. The Parties agree the maximum compensation may not cover all costs associated with Services provided. Funds provided in this Contract shall be used to help support room rate, personnel costs including associated staff time, professional fees, psychiatric medications, lab work, medical care, supplies and other expenses as applicable to Services outlined in this Contract and that Contractor shall provide a quarterly accounting reflecting the total amount of expenses (detailing which expenses) and the payments applied.
- e. Parties agree funds may only be used for the delivery of the service or services set out in this Contract unless written permission is granted to use the funds for other services in accordance with this Contract.
- f. Parties agree that County shall make quarterly payments upon receipt and approval of Contractor's invoice. Effective January 1, **2022** Contractor shall invoice County quarterly per calendar year (invoice due March 15, July 15, October 15 and January 15) include a count of the total number of indigent bed days per individual per quarter. **Effective January 1, 2023, Contractor shall invoice County quarterly (invoice due March 15, July 15) include a count of the total number of indigent bed days per individual per quarter.** Cumulative invoices shall not exceed the amount of ~~\$330,000~~ **\$495,000** for the contract term. Contractor shall invoice County for quarterly data performance metric with final invoice in the amount not to exceed ~~\$33,000~~ **\$49,500**.

- g. County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
- h. Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor's invoice for payment.
- i. In the event that a statutorily required license or insurance is suspended or not extended to Contractor, County's obligation to provide reimbursement for Contractor's Services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact:

Contractor Phone #:

Type of Document:

Goods and/or Services: Secure inpatient acute psychiatric care is provided to indigent residents of Deschutes, Crook and Jefferson counties at Sage View, a facility and program of St. Charles Health System, Inc. (St. Charles). Psychiatric Emergency Services (PES) is a five-bed licensed hold facility located off of the St. Charles Medical Center, Bend Emergency Department.

This Amendment #1 to Personal Services Contract #2022-007 extends the initial termination date to June 30, 2023 and increases the maximum compensation by \$165,000 (\$330,000 to \$495,000).

Background & History: St. Charles operates Sage View as a secure inpatient psychiatric facility, serving residents of Central Oregon and others in need of acute psychiatric care. Since 2005, Deschutes County, on behalf of Crook and Jefferson counties, has contracted with St. Charles to ensure indigent residents of our three (3) counties have access to these services and this facility. Under the terms of this contract, St. Charles agrees to provide in-patient psychiatric services to any and all indigent residents of our three (3) counties who need short-term acute stabilization. Acute care services may include: twenty-four (24) hour supervision and nursing care; health screening or medical care; psychiatric assessment; medication management; individual and group therapy; psycho-education regarding mental health and addiction issues; family involvement; case management and transportation services between Sage View and St. Charles Hospital (Bend) as needed for medical or other services.

St. Charles also operates the PES unit which is designed for short-term acute psychiatric stabilization. The PES unit is the only unit designed to handle violent patient behavior, acute medical needs requiring oxygen or intravenous therapies in a psychiatric condition, and intense levels of acute medical service.

PES serves all ages and is designed to provide maximum safety for patients experiencing behavioral disturbances or medical conditions that cannot be safely managed at Sage View. PES is primarily intended for individuals in need of seclusion or restraining those who have complex medical issues requiring specialized medical oversight.

Agreement Starting Date:

Ending Date:

Annual Value or Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

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

Funding Source: Oregon Health Authority #173133

Fund 270 (no project string)

Included in current budget? Yes No

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

Contact information for the person responsible for grant compliance: Name:
Phone #:

Departmental Contact and Title: Holly Harris, Deputy Director
Phone #: 541 322-7508

Deputy Director Approval:

Director Approval:

Signature: Holly Harris
Holly Harris (Mar 14, 2023 18:08 PDT)

Email: holly.harris@deschutes.org

Title: Deputy Director

Company: Deschutes County

Signature: 

Email: janice.garceau@deschutes.org

Title: Director

Company: Deschutes County Health Services

Distribution of Document: Grace Justice Evans, Health Services

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)

Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2023-090



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 22, 2023

SUBJECT: Safe Parking Program Update

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

Per Board direction, staff is drafting a Safe Parking Program for Board consideration to be adopted into Deschutes County Code to allow limited overnight parking in the unincorporated County for people experiencing homelessness to aid in transition to stable housing. Staff is researching several programs for guidance and options.

The programs are intended to provide a legal place to park, often equipped with hygiene stations, laundry facilities, electricity, and shower services. For service providers, safe parking programs can help connect people experiencing homelessness with services and supportive housing options. Some safe parking programs include overnight security guards.

Safe Parking programs are generally only allowed on properties owned or leased by businesses, non-profits or religious or public entities. Some programs limit overnight parking up to three vehicles under certain circumstances and up to six or more vehicles in other circumstances.

Programs vary between low-barrier and high-barrier requirements. Most have strict requirements regarding dogs, the storage of belongings, and more.

In the unincorporated County, and based on longstanding statewide land use restrictions, there appear to be few options where Safe Parking may be authorized. For example, Safe Parking appears to be allowed in unincorporated communities and inside urban growth boundaries (outside of city limits). It is important to note that lands inside UGBs and outside city limits are subject to Joint Management Agreements between the County and cities, which address land use, building, and code compliance jurisdiction, among other related issues.

It is unclear if Safe Parking can be authorized as a temporary use in other rural zones, such as the Exclusive Farm Use (EFU), Forest, Rural Residential-10 or Multiple Use Agricultural-10 Zones.

In April, staff will bring an initial draft Safe Parking Program memo with options for Board decisions, such as zones, lot sizes, number of vehicles, and site and service requirements.

BUDGET IMPACTS:

None.

The intent is to provide an opportunity for property owners or properties leased by businesses, non-profits or religious or public entities to participate in the program. The provision of services would be determined separately.

ATTENDANCE:

Nick Lelack, County Administrator

Erik Kropp, Deputy County Administrator

Cheyenne Purrington, Executive Director, Coordinated Houseless Response Office

Stephanie Marshall, Assistant County Attorney

Peter Gutowsky, Community Development Director