



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, NOVEMBER 03, 2021

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

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

## AGENDA

### MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, meetings and hearings of the Deschutes County Board of Commissioners have been conducted primarily in a virtual format. Effective June 30, 2021, COVID-based restrictions have been discontinued.

**Attendance/Participation** options include: A) In Person Attendance and B) Live Stream Video: Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings).

**Citizen Input:** Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or by leaving a voice message at 541-385-1734. Citizen input received by 12:00 noon on Tuesday will be included in the meeting record for topics not on the Wednesday agenda.

**Zoom Meeting Information:** Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

**For Public Hearings,** the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

**CITIZEN INPUT:** *For items not on this Agenda*

**Note:** *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by 8:00am on the day of the meeting.*

## CONSENT AGENDA

1. Consideration of Resolution No. 2021-077 Converting 1.0 Limited Duration Performance Auditor FTE to regular duration within the 2021-2022 Deschutes County Budget.
2. Consideration of Resolution 2021-078, Increasing Appropriations within the District Attorney's Office and the 2021-2022 Deschutes County Budget and Increasing 0.1 limited duration Management Analyst FTE through December 2023.
3. Consideration of Resolution 2021-079, Transferring Appropriations within the 2021-2022 Deschutes County Budget.
4. Consideration of Board Signature to Thank Kristin Gyford for Service on the Behavioral Health Advisory Board.
5. Approval of Minutes of the October 18 2021 BOCC Meeting
6. Approval of Minutes of the October 20 2021 BOCC Meeting
7. Approval of Minutes of the October 25 2021 BOCC Meeting
8. Approval of Minutes of the October 27 2021 BOCC Meeting

## ACTION ITEMS

9. **9:05AM** Consideration of Acceptance of DOJ Domestic Violence Grant
10. **9:20 AM** Consideration of Board Signature of Document No. 2021-842 for the Purchase of Paint Truck Chassis
11. **9:30 AM** Consideration of Board Signature of Document No. 2021-246, St. Charles PES/Sage View
12. **9:45 AM** Discussion of increasing FTE for Deschutes County Public Health's Early Intervention and Outreach Services Program
13. **10:00 AM** ARPA Update

## LUNCH RECESS

14. **1:00 PM** Consideration of Signature of Board Order No. 2021-060, Authorizing Service Contract Between La Pine Rural Fire District and Cascade Medical Transport

## OTHER ITEMS

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

## EXECUTIVE SESSION

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

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

## ADJOURN



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, please call (541) 617-4747.

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## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** 11/03/2021

**SUBJECT:** Consideration of Resolution No. 2021-077 Converting 1.0 Limited Duration Performance Auditor FTE to regular duration within the 2021-2022 Deschutes County Budget.

**RECOMMENDED MOTION:**

Move approval of Resolution No. 2021-077 Converting 1.0 Limited Duration Performance Auditor FTE to regular duration within the 2021-2022 Deschutes County Budget.

**BACKGROUND AND POLICY IMPLICATIONS:**

Currently, the Deschutes County Internal Audit Program has been approved for one limited duration full-time equivalent (FTE) Performance Auditor. The Performance Auditor would be a staff person to the County Internal Auditor position. This role will help assure that the knowledge and skills can be developed in a staff person and strengthen the ability to provide additional audits.

The Budget Committee made the position limited duration to assure there could be discussion as to continuance of funding in the next budget. Such review always exists in each budget cycle and does not require a limited duration flag which is impacting the recruitment in what is turning out to be a tough recruiting time.

The Performance auditor position was posted on August 18, 2021 and we have not received any applications meeting the criteria. Converting this 1.0 Limited duration FTE to a regular duration FTE (position #2924) will support getting this position recruited.

**BUDGET IMPACTS:**

No increased appropriation required to Administration's budget for FY22. Conversion of 1.0 limited duration FTE to 1.0 regular duration

**ATTENDANCE:**

*Daniel Emerson, Budget Manager, Deschutes County*

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Converting                   \*  
FTE within the 2021-2022               \*     RESOLUTION NO. 2021-077  
Deschutes County Budget               \*

WHEREAS, the County Internal Auditor presented to the Board of County Commissioners on November 1, with regards to conversion of 1.0 limited duration FTE to 1.0 regular duration FTE in support of recruitment of a Performance Auditor for the County’s Internal Audit Program, and

WHEREAS, Deschutes County Policy HR-1 requires that a 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	Type	Duration if Limited duration	FTE
Performance Auditor (#2924)	Regular Duration	Conversion to Regular FTE	
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\_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

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

ATTEST:

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

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** November 3<sup>rd</sup>, 2021

**SUBJECT:** Consideration of Resolution 2021-078, Increasing Appropriations within the District Attorney's Office and the 2021-2022 Deschutes County Budget and Increasing 0.1 limited duration Management Analyst FTE through December 2023.

**RECOMMENDED MOTION:**

*Move Approval of Resolution 2021-078, Increasing Appropriations within the District Attorney's Office and the 2021-2022 Deschutes County Budget and Increasing 0.1 limited duration Management Analyst FTE through December 2023.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*Grant continues the IMMEGP program, picking up from the end of the prior grant (FY19-FY22). Our effort to curtail the production and distribution of illegal marijuana has been recognized throughout the state.*

**BUDGET IMPACTS:**

*Increase to DA Personnel expense \$13,980 for FY 2022 (0.1 FTE). This will be a limited duration position that will last through December 2023. The DCSO will receive \$223,390 in revenue, but will offset this increase in budget by reducing transfers into DCSO from the Rural Law Enforcement District by \$233,390. This will increase contingency within the Rural Law Enforcement District by \$233,390.*

**ATTENDANCE:**

*Joe Brundage, Business Manager, Sheriff's Office, Kathleen Meehan Coop, Management Analyst, District Attorney, Daniel Emerson, Budget Manager, Finance.*





Dept:  
Requested by:  
Date:

0011150   2553350
Joe Brundage
10/28/2021

Current Budgeted Amount	To (From)	Revised Budget
	13,980	13,980
-	223,390	223,390
3,028,630	(223,390)	2,805,240
		-
		-
-	<b>\$ 13,980.00</b>	<b>\$ 3,042,610.00</b>

Current Budgeted Amount	To (From)	Revised Budget
	9,510	9,510
-	1,696	1,696
	728	728
	1,703	1,703
	108	108
	205	205
	30	30
-		-
		-
-	<b>\$ 13,980.00</b>	<b>\$ 13,980.00</b>

ites County District Attorney's office, was awarded a grant as part the following approaches to achieving its goal:

ate to address unlawful marijuana cultivation or distribution

unlawful marijuana cultivation or distribution operations;  
d prosecution of organized crime involved in unlawful marijuana

d prosecution of unlawful marijuana cultivation or distribution

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing Appropriations \*  
And Increasing FTE within the 2021-2022 \* RESOLUTION NO. 2021-078  
Deschutes County Budget \*

WHEREAS, the Deschutes County District Attorney’s Office and the Deschutes County Sheriff’s Office presented to the Board of County Commissioners on 11/1/2021, with regards to acceptance of the Illegal Marijuana Market Enforcement Grant Program Funds and increasing 0.1 limited duration FTE through December 2023 within the District Attorney’s Office, and

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

WHEREAS, WHEREAS, it is necessary to increase appropriations by \$13,980 in the District Attorney’s Office to accommodate this request, and

WHEREAS, Deschutes County Policy HR-1 requires that a creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now therefore,

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

Section 1. That the following revenue be budgeted in the 2021-22 County Budget:

<u>District Attorney’s Office</u>	
State Grant	\$ 13,980
<b>Total District Attorney’s Office</b>	<b><u>\$ 13,980</u></b>
 <u>Deschutes County Sheriff’s Office</u>	
State Grant	\$ 223,390
Transfers In/Public Safety	(\$ 223,390)
<b>Total Deschutes County Sheriff’s Office</b>	<b><u>\$ 0</u></b>

Section 2. That the following amounts be appropriated in the 2021-22 County Budget:

District Attorney’s Office

Program Expense	\$ 13,980
<b>Total District Attorney’s Office</b>	<b><u>\$ 13,980</u></b>

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

Section 4. That the following FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Management Analyst (2888)	Limited Duration	12/31/2021	0.10
Total FTE			0.10

Section 5. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this \_\_\_\_\_ day of November, 2021.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

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

ATTEST:

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

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** November 3<sup>rd</sup>, 2021

**SUBJECT:** Consideration of Resolution 2021-079, Transferring Appropriations within the 2021-2022 Deschutes County Budget.

**RECOMMENDED MOTION:**

*Move Approval of Resolution 2021-079, Transferring Appropriations within the 2021-2022 Deschutes County Budget.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*Grant continues the IMMEGP program, picking up from the end of the prior grant (FY19-FY22). Our effort to curtail the production and distribution of illegal marijuana has been recognized throughout the state.*

**BUDGET IMPACTS:**

*The DCSO received \$223,390 in revenue, but will offset this increase in budget by reducing transfers into DCSO from the Rural Law Enforcement District by \$233,390. This resolution decreases Public Safety Transfers out to the DCSO by \$233,390, thereby balancing transfers, and increases contingency within the Rural Law Enforcement District by \$233,390.*

**ATTENDANCE:**

*Joe Brundage, Business Manager, Sheriff's Office, Daniel Emerson, Budget Manager, Finance.*

REVENUE

	Line Number			
Item	Fund	Org	Object	Category

APPROPRIATION

	Line Number			Category
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)
4	702	7021750	470042	Intergov-Deschutes Co
5	702	7021750	501971	Contingency

Subsequent to the adoption of the FY 2022 budget, the Deschutes County Sheriff the 2021-23 Illegal Marijuana Market Enforcement Grant Program (IMMEGP). T

- (a) Providing financial assistance to local law enforcement agencies and district a operations;
- (b) Supporting local law enforcement agencies and district attorneys in investiga
- (c) Providing financial assistance to local law enforcement agencies and district a cultivation or distribution operations; and
- (d) Providing financial assistance to local law enforcement agencies and district a operations that divert marijuana outside of this state.

Fund:

Dept:

Requested by:

Date:

001   255
0011150   2553350
Joe Brundage
10/28/2021

Description	Current Budgeted Amount	To (From)	Revised Budget
<b>TOTAL</b>	-	\$ -	\$ -

Description	Current Budgeted Amount	To (From)	Revised Budget
(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)			
Replaced by IMMEGP Revenue	15,935,138	(223,390)	15,711,748
Replaced by IMMEGP Revenue	786,616	223,390	1,010,006
<b>TOTAL</b>	<b>16,721,754</b>	<b>\$ -</b>	<b>\$ 16,721,754.00</b>

ff's Office, along with the Deschutes County District Attorney's office, was awarded a grant as part of the Grant Program prioritizes the following approaches to achieving its goal:

attorneys in rural areas of this state to address unlawful marijuana cultivation or distribution

ating and prosecuting large-scale unlawful marijuana cultivation or distribution operations;

attorneys in the investigation and prosecution of organized crime involved in unlawful marijuana

attorneys in the investigation and prosecution of unlawful marijuana cultivation or distribution

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

11/03/2021 Item #3.

For Recording Stamp Only

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
ACTING AS THE GOVERNING BODY OF THE COUNTYWIDE LAW ENFORCEMENT  
DISTRICT (DISTRICT 1) AND THE RURAL LAW ENFORCEMENT DISTRICT (DISTRICT 2)**

A Resolution to Transfer Appropriations \*  
within the 2021-22 Deschutes \* RESOLUTION NO. 2021-079  
County Budget \*

WHEREAS, the Deschutes County Sheriff’s Office presented to the Board of County Commissioners on 11/1/2021, with regards to acceptance of the Illegal Marijuana Market Enforcement Grant Program Funds, and

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

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

WHEREAS, it is necessary to decrease Public Safety within Rural Law Enforcement by \$223,390 and increase Contingency within Rural Law Enforcement by \$223,390

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE COUNTYWIDE LAW ENFORCEMENT DISTRICT (DISTRICT 1) AND THE RURAL LAW ENFORCEMENT DISTRICT (DISTRICT 2), as follows:**

Section 1. That the following transfer of appropriations be made:

<u>Rural Law Enforcement</u>	
Public Safety	(\$ 223,390)
Contingency	\$ 223,390

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



DATED this \_\_\_\_\_ day of November, 2021.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

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

ATTEST:

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

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

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 11/3/2021

SUBJECT: DOJ Domestic Violence Grant

RECOMMENDED MOTION:

Move approval of accepting the 2021 Department of Justice Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, and move approval of covering any costs beyond the grant award if the selected FTE candidate's starting Step exceeds available grant funding.

BACKGROUND AND POLICY IMPLICATIONS:

The District Attorney's Office in partnership with all the local law enforcement offices and Saving Grace have been awarded a grant from the Department of Justice to better respond to and address domestic violence cases in our community. The collaborative group has developed a Domestic Violence High Risk team that identifies high risk offenders and prioritizes responses to hold them accountable and provides resources for victim safety. The team involves a grant funded domestic violence investigator that is housed in the DA's Office.

This is the second grant award that Deschutes County has received from the DOJ to support this work, which is important as strangulation is a crime that consistently goes under-investigated. Victims of these crimes are at the highest risk of lethality and will be assessed using Maryland Model Lethality Assessment Program (LAP) and will be connected with community advocates at Saving grace to receive a range of services and needed resources.

The grant will run for three years - October 1, 2021 through September 30, 2024.

We requested and were awarded the maximum grant amount; however, the amount available for personnel may not fully cover a selected candidate's salary should that candidate be hired at a higher level Step due to a pay equity analysis.

See the attached grant proposal narrative and budget and the Welcome letter from Department of Justice.

**BUDGET IMPACTS:**

The grant award is for a total of \$488,435 over three years. The majority of the funding is allocated for a contract and personnel. This grant was projected in the DA Office's FY22 Budget.

The contracting funds will be provided to Saving Grace to support their work - \$133,028.

The personnel funds will be used to pay for a domestic violence investigator at a 0.9 FTE - \$310,407. The remaining 0.1 FTE for that position is a shared cost with the five law enforcement agencies.

There is also funding set-aside for interpreter costs and travel to attend mandatory grant training.

**ATTENDANCE:**

Kathleen Meehan Coop, Management Analyst

**Proposal Abstract**

Deschutes County in collaboration with Deschutes County DA's Office, Deschutes County Sheriff's Office, Deschutes County Parole and Probation, Bend Police Department, Black Butte Police Department, Redmond Police Department, Sunriver Police Department, and Saving Grace seek to continue and improve the Deschutes County Domestic Violence High Risk Team with funding to continue to utilize a centralized Domestic Violence Investigator located within the DA's Office, operate a DV High Risk Team that identifies high risk offenders and prioritizes responses to hold them accountable and ensuring resources for victim safety, and to continue the use of the Maryland Model Lethality Assessment Program (LAP) to connect survivors to community based advocates.

Deschutes County seeks to hire a Domestic Violence Investigator (DVI) to provide consistent, thorough follow up on IPV investigations and to initiate a high-risk DV team which will meet twice monthly to identify and monitor high-risk cases to assess offender risk and keep victims safe. Victims at highest risk of lethality will continue to be assessed via the LAP protocol and connected with IPV program services. High-danger victims will receive immediate and follow up services to support a range of safety and resource needs.

Progress will be measured by tracking the number of team meetings per year with a goal of 24 and at least 12, the number of LAP screens that are completed with a goal of 20 screens a month that connect high risk victims to Saving Grace advocates, and the number of follow up investigations requested with a goal of 8 requests each month.

Following the training by Casey Gwinn on strangulation and its indications of high risk for lethality, the team plans to focus on improving the community's response to strangulation and produce a training and strangulation checklist for law enforcement for these cases.



United States Department of Justice

# Office on Violence Against Women

*Working Together to End the Violence*

## Congratulations on your FY2021 Improving Criminal Justice Responses award!

The Improving Criminal Justice Responses Unit is excited to work with you on your efforts to improve your criminal justice system’s response to domestic violence, dating violence, sexual assault, and stalking.

As noted in your award document, your assigned OVW Grant Manager can assist you with any questions you may have about your award. In the next few weeks, you will receive additional information regarding the administration of your award, as well as mandatory requirements of the ICJR Program.

According to your Award Conditions, you are required to attend the mandatory orientation for all new grantees. Please ensure your organization and project partners mark your calendars for the mandatory Grantee Orientation dates provided in the teal box. The Grantee Orientation sessions will take place virtually via a series of pre-recorded and live sessions beginning in December and continue into early 2022. You and your project partners must attend the sessions as they are vital to the successful implementation of your project.

Before the Grantee Orientation sessions take place, you will need to accept your award in the new DOJ Justice Grants System (JustGrants). Please follow the tips provided below to ensure you are registered in the system and can access your grant award.

Once you have accepted your award in the JustGrants system, please familiarize yourself with your award documents, specifically the entire list of Award Conditions, which are the terms and conditions of your award. Your Award Conditions were included with your award package and can be viewed under your ICJR award in JustGrants.

Additionally, you will be required to comply with the requirements outlined in the solicitation under which the approved application was submitted. These requirements are detailed in the Award Conditions listed in your award package and should be reviewed thoroughly by you and your project partners. The ICJR Solicitation is available online at [FY 2021 ICJR Solicitation](#).

In addition to being governed by federal grant regulations, OVW grantees are required as a condition of all awards to comply with the financial and administrative requirements contained in the Department of Justice (DOJ) financial guide. The current version of the guide was issued in April 2020 and is available online: [Current DOJ Financial Guide](#).

## NEW GRANTEE SCHEDULE OF EVENTS

### DECEMBER 7<sup>TH</sup> from 12:00 to 5:30pm EST

- ICJR Program Introduction
- Training and Technical Assistance (TTA) Opportunities
- Coordinated Community Response

*Required Attendees: Grant administrators and project partners.*

### DECEMBER 14<sup>TH</sup> from 12:00 to 5:30pm EST

- Grants Financial Management Division
- TTA Opportunities *cont.*

*Required Attendees: Finance staff, grant administrators and project partners.*

### DECEMBER 15<sup>TH</sup> from 12:00 to 5:30pm EST

- TTA Opportunities *cont.*
- ICJR Grant Administration

*Required attendees: Finance staff, grant administrators and project partners*

## Additional Sessions To Be Announced

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## TIPS FOR ACCEPTING AWARDS IN JUSTGRANTS

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Your Application Submitter, Authorized Representative, and the Entity Administrator should have received an email notifying you of the award and directing them to review, sign and accept the award. The roles were assigned at the time of the submission of your application.

The Authorized Representative must be the person to formally accept the award in JustGrants.

Prior to acceptance, the Entity Administrator must assign and confirm the roles of a Financial Manager, Grant Award Administrator and an Authorized Representative (if not already assigned or changed since the time of application) for this new award.

Accepting the award can ONLY be completed in JustGrants. However, if you need to share the award document with others who do not have access to JustGrants you can print a PDF to share with your partners, stakeholders, etc. (Printing Instructions attached). Please remember to read your award document in full with relevant staff, including all of the award conditions prior to accepting the award.

This document will help you to accept your award, instruction begin on Page 10.

<https://justicegrants.usdoj.gov/sites/g/files/xyckuh296/files/media/document/jarg-grantee-accept.pdf>

If you need assistance with managing your roles and entity in JustGrants, please have the Entity Administrator refer to this resource. Onboarding new staff begins on Page 11 and assigning staff who may already have JustGrants roles, but not for this particular grant award, is on Page 42:

<https://justicegrants.usdoj.gov/training/jarg-entity-management.pdf>

Training documents, resources and general information about JustGrants can always be found here:

<https://justicegrants.usdoj.gov/>

**If you are a new grantee to DOJ**, you will need to enroll in ASAP, which is the payment request system used to draw down on your award funds. The SAM E-Biz POC will receive two emails from Treasury's Bureau of Fiscal Services, one with the username and one with the password. Once received, please refer to the following user guide for instructions on the ASAP enrollment process:

<https://justicegrants.usdoj.gov/sites/g/files/xyckuh296/files/media/document/training-user-guide-asap.pdf>.

ASAP Enrollment consists of the following 6 steps, so please make sure **each step is complete**:

1. EI Initiates RO and POC Completed
2. Point of Contact Names Organization Officials
3. Head of Organization Approves Officials
4. Authorizing Official Defines Recipient Profile
5. Authorizing Official Defines Recipient Organization Users
6. Financial Official Defines Banking Information

If you have any questions or need assistance, please do not hesitate to reach out!

And as always, for technical issues with JustGrants please reach out to the OVW JustGrants Help Desk at [OVW.JustGrantsSupport@usdoj.gov](mailto:OVW.JustGrantsSupport@usdoj.gov)

## **I. Purpose of the Project**

### **a. The challenge or need faced by the community and how the proposal will meet that need**

Deschutes County conducted Praxis International's Best Practice Assessment (BPA) over a two-year period, 2012-2014. Community partners including local law enforcement, the District Attorney's (DA's) Office, the system-based victim advocacy program, and the community-based victim advocacy program met together for approximately one half-day each month to review 20 randomly selected, completed domestic violence cases. The 911 recordings, police investigation reports, and prosecution charging decisions were thoroughly reviewed and produced consistent findings: evidence collection, follow-up photographs of injuries, and reporting of victim/witness interviews were all priorities identified needing attention. Strangulation was also noted as a crime that was consistently under-investigated. Non-fatal strangulation as a lethality factor presents a six-fold increase of the odds of a perpetrator committing attempted homicide, and a seven-fold increase of committing homicide.<sup>1</sup>

The BPA group presented its findings to the Deschutes County Domestic Violence Council as well as local Police, the Sheriff's Office and the DA's Office. There was consensus that hiring a DV investigator who could prioritize DV cases and provide timely follow-up investigation is needed; however, funding is currently limited.

The Best Practice Assessment also yielded information regarding the Lethality Assessment Program (LAP) protocol, which has been instituted since 2011. Findings showed that some LAP screens had not been completed for DV crimes that called for the LAP protocol, and some LAP calls to the domestic violence program were not placed subsequent to victims

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<sup>1</sup> Glass, Nancy et al., *Non-fatal Strangulation is an Important Risk Factor for Homicide of Women*, Journal of Emergency Medicine, Oct. 2008; 35(3): pp. 329-335.

screening in as high danger. Partners recognize that ongoing training in the LAP protocol is critical as senior patrol officers cycle off and new officers are sworn in. Without consistent screening and referral, high danger victims will go unnoticed and unserved.

Since obtaining OVW grant funding for this project in 2018, a DV investigator was hired, a DV High Risk Team (DVHRT) was formed, and LAP efforts have continued. The current collaborations between law enforcement, the DA's Office and victim service programs, combined with a concerted effort to improve evidence collection and investigation of DV crimes, have given Deschutes County some traction by enhancing collaboration. As efforts evolve over time, there are further initiatives that the County would benefit from including.

Current grant partners have identified a need to include an additional agency partner, Deschutes County Parole and Probation, to provide insight and add offender accountability with DVHRT cases, as many of these cases include offenders currently on parole or probation. Following the training provided by Casey Gwinn in August of 2020, there is a commitment to improving response to Strangulation cases by prioritizing all strangulation crimes on the High Risk Team and providing continuing education for law enforcement officers via the project's DV investigator. Law enforcement partners are motivated to include additional training to enhance investigations and continually improve LAP response.

While much progress has been made towards creating the foundations of this project, a continuation of the project will enable partners to enhance coordination, particularly on cases that involve high risk offenders and high danger victims.

**b. How the needs of the community connect to the proposed purpose areas**



Deschutes County has seen a significant number of strangulation cases. A high-profile homicide in the past year, where a suspect had been arrested on a strangulation crime and went on to kill his partner (and himself) underscored the complex nature of strangulation cases. Enhancement of the multidisciplinary High Risk Team with Parole & Probation and prioritization of strangulation cases will provide more capacity for ‘real time’ action taken to maintain offender accountability and victim safety as cases are adjudicated – particularly when cases take months to reach closure.

The increasing population in the County, with law enforcement call-outs continuously increasing begs for added support in the investigation of DV crimes. The DV investigator enhances investigations by providing follow up with evidence collection, photographs and documentation.

**c. The service area, including the geographic location, size, demographics**

The project will take place in Deschutes County (County), a region covering 3,055 square miles in Central Oregon. The County is comprised of two urban clusters (Bend and Redmond) and many outlying rural areas. Deschutes is the seventh largest County by population in the state of Oregon<sup>2</sup>. The County (population 197,692 as of 2019) is Oregon’s fastest growing county. The population grew 25.3% from 2010-2019<sup>3</sup> and grew 2.1% from 2019-2020<sup>4</sup>. This rapid expansion has presented challenges for law enforcement and the criminal justice system to maintain the level of services commensurate with population growth.

<sup>2</sup> [https://www.oregon-demographics.com/counties\\_by\\_population](https://www.oregon-demographics.com/counties_by_population)

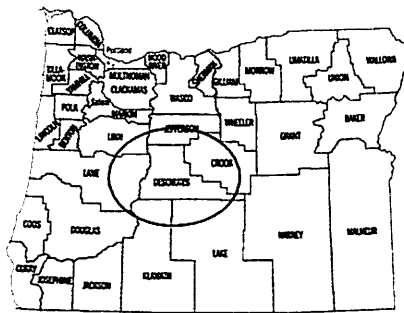
<sup>3</sup> <https://ktvz.com/news/deschutes-county/2020/03/26/deschutes-countys-growth-tops-oregon-over-the-past-decade-crook-county-2nd/>

<sup>4</sup> [https://drive.google.com/file/d/1dV4pkuX1IY9mT5BAZuL\\_nbnqPQ5P2Na6/view](https://drive.google.com/file/d/1dV4pkuX1IY9mT5BAZuL_nbnqPQ5P2Na6/view) (Portland State University Population Research Center)

Approximately 9.2% of the County’s population lives in poverty. As of December 2020, the unemployment rate in Deschutes County was the second highest in the state, at 7.6% compared to 6.0% statewide<sup>5</sup>.

The racial/ethnic makeup of the County continues to become more diverse: 86.8% white, 1.1% Native American/Alaska Native, 1.1% Asian, .6% Black/African American, 8.3% Hispanic or Latino, .2% Native Hawaiian/Pacific Islander, and 2.8% two or more races<sup>6</sup>.

a.



**d. Gaps in service that the project will complement**

The project’s High Risk Team complements the adjudication process of DV cases which can take months to resolve. The team provides for strict monitoring of offenders as they await trial or when cases get delayed. The team also coordinates services to victims by enhancing communication and resources for victims who have both material and emotional needs to be met during this timeframe.

As mentioned previously, law enforcement’s ever increasing call-outs affect patrol’s capacity to collect evidence and gather information from victims or witnesses. Law enforcement

<sup>5</sup> <https://www.qualityinfo.org/documents/10182/73818/Labor+Force+and+Unemployment+by+Area>  
<sup>6</sup> <https://www.census.gov/quickfacts/fact/table/deschutescountyyoregon/BZA110218#BZA110218>

welcomes the addition of a DV investigator to enhance evidence collection and communicate with prosecutors on cases. In fact, Deschutes County law enforcement agencies provide a limited amount of funding to help support the DV investigator position, as they recognize the way this role complements their own response.

**e. The impact of current or prior efforts to prevent and reduce DV, highlighting prior OVW support**

Praxis International's Best Practice Assessment, completed in 2014 with OVW funding, provided insights that paved the way for future efforts. The findings mentioned above, including the need to improve evidence collection, follow-up photographs of injuries, and reporting of victim/witness interviews, as well as prioritizing strangulation case, have led to the development of the High Risk DV Team which includes all strangulation cases as high risk, as well as implementation of the DV investigator position to enhance investigations.

The Lethality Assessment Program (LAP) was implemented in 2011 to address victims at highest risk of serious injury or lethality with support from OVW. As noted previously, the vast majority of victims at highest levels of danger had not been connected with domestic violence program services at Saving Grace. Since the program's inception, more than 2,500 LAP screens have been initiated by law enforcement, resulting in approximately 1,100 LAP calls connecting high danger victims to Saving Grace, of which nearly 550 individuals received in-person services ranging from emergency shelter, safety planning, protection order assistance, crisis counseling and therapeutic services, and support throughout the criminal prosecution process and beyond. Law enforcement now relies on Saving Grace not only for high-risk cases referred through the LAP, but also for incidental purposes related to enhancing victim safety. The LAP screen and protocol continues to be seen as a benefit on many fronts: it informs the work of the High Risk Team, it connects high danger victims immediately with services provided by the LAP advocate,

and it provides grant partners with a common language and clear protocol on when to ‘elevate’ cases to high risk status.

The High Risk Team adds value to victim safety. It has increased coordination between system-based and community-based victim services programs to address needs ranging from collaborative safety planning, providing shelter and housing to survivors, and supporting survivors with civil legal needs including protection orders, divorce, custody or immigration matters. The team has also enhanced offender accountability by continuously monitoring offenders’ status and providing swift sanctions to offenders who violate terms of release.

## **II. What will be Done**

### **a. The approach to addressing the need and (n.)activity description to meet the priority area :reduce violent crime against women and promote victim safety through investing in law enforcement and increasing prosecution**

This project aims to meet the priority area of reducing violence crime against women and promoting victim safety through investing in law enforcement and increasing prosecution. Utilizing a Domestic Violence Investigator, centrally located in the DA’s Office to work on cases from each law enforcement agency, to follow up on gaps in investigations at the direction of prosecutors, this project seeks to ensure more cases are fully investigated and prosecuted. Additionally, domestic violence victims at highest risk of lethality will be assessed via the LAP protocol. Law enforcement will connect high danger victims with Saving Grace services at the time of DV arrests. High danger victims will receive immediate and follow-up services to support a range of safety and resource needs. Ongoing in-service education will be provided for law enforcement agencies to maintain and further institutionalize the LAP. A DV investigator will prioritize and provide investigations for DV arrests in Deschutes County, with an emphasis on high-risk crimes. A High Risk DV team will convene twice per month to review current DV

criminal cases to provide seamless follow-through addressing offender risk and victim safety.

The evidence-based LAP protocol will assist in assessing danger in DV cases.

**b. How progress will be measured**

The primary **goals** for this project are to: 1) Enhance victim safety, with a focus on victims that are in high risk situations; 2) Hold DV offenders accountable, with a focus on high risk offenders; and 3) Provide ongoing education and training related to DV response, with a focus on high risk cases, emphasizing strangulation cases.

Specific **objectives** for the proposed project include:

- 1) Promote coordinated interagency responses that account for victim safety by implementation of the evidence-based LAP protocols.
- 2) Provide immediate access to victim services for victims at high risk of lethality.
- 3) Provide culturally appropriate services to Spanish speaking/Latino victims.
- 4) Incorporate a DV investigator to provide enhanced DV investigations.
- 5) Create a high-risk DV team to address DV cases with increased potential for lethality.
- 6) Emphasize investigation and prosecution response to strangulation and other high risk cases.
- 7) Support ongoing initiatives that promote a collaborative response to high danger victims.

The activities, outputs and outcomes of the LAP response will be measured by maintaining quarterly reports that measure the number of LAP screens initiated, the number of high danger victims, the number of LAP referral calls placed by law enforcement to Saving Grace, and the number of services provided to survivors by Saving Grace. Saving Grace provides survivors with anonymous, confidential surveys to measure outcomes including but not limited to: the effect on the survivor's overall safety, the increased/beneficial resources provided to the survivor, and whether the support provided helped the survivor make informed choices

about their situation. Surveys are compiled, with the goal being that a minimum of 90% of those surveyed experienced greater safety, resources, and information about choices.

The activities of the High Risk Team will be measured by the number of meetings, the number of cases identified and staffed, the number of victim or offender contacts made as a result of staffings, and the number of cases resolved. The time period for cases to come to resolution will also be measured, with the intent to ensure the added investigations and support result in swifter offender accountability.

The DV investigator will track the number of follow-up investigatory actions taken, the time period they work on cases, the final disposition of their cases, and the number of educational or training contacts with law enforcement. Continuing education and training that is provided to law enforcement will include surveys/measures of increase in knowledge and resources.

Finally, all grant partners named in the MOU will meet quarterly to assess LAP response and investigations to address overall trends, and suggest and implement improvements. A continuous feedback loop with leadership from all agencies will ensure the implementation, and any needed improvements, are consistent throughout the County.

### **c. Sustainability**

With continued support during this grant period, it is expected that the community will continue to support convening a DV High Risk Team to focus efforts on improved responses to high risk cases. Additionally, it is expected that law enforcement will continue to implement the LAP in collaboration with Saving Grace. As Saving Grace continues to promote the value of the

LAP advocate response, the expectation is to garner not only continued grant funding but also support of its donor base.

With the DV investigator role still being fairly new in the coordinated community response, the current grant period will enable project partners to demonstrate the value to all law enforcement agencies and the County DA’s Office. The future intention is to have the position funded by continued shared contributions from the DA’s Office and law enforcement agencies.

**d. Description of the overall strategy and specific tasks with detailed timeline**

**TASK #1: Continue implementation and enhance LAP protocol with Deschutes County law enforcement agencies. Activities include:**

- 1) Train new Officers and Advocates on LAP protocols. (Oct. 2021-Sept. 2024)
- 2) Continue with LAP screens and LAP referral protocols. (Oct. 2021-Sept. 2024)
- 3) Connect high danger victims to Saving Grace LAP hotline. (Oct. 2021-Sept. 2024)
- 4) Conduct bi-annual in-service training for law enforcement agencies, enhancing knowledge of LAP protocol and high-risk DV cases. (Every spring and fall, Oct. 2021-Sept. 2024)

**OUTCOMES: Victims at highest risk for lethality receive immediate access to domestic violence program services; LAP protocol is enhanced through ongoing education.**

**TASK #2: Provide immediate, confidential victim services to high danger victims referred by LAP. Activities include:**

- 1) Provide follow up calls and in-person advocacy to LAP-referred victims. (Oct. 2021-Sept. 2024)
- 2) Provide culturally appropriate service to Spanish speakers on LAP hotline. Provide Bilingual Advocates for LAP-referred Latina clients. (Oct. 2021-Sept. 2024)

- 3) Provide emergency shelter, safety planning, protection order support, legal advocacy, therapy and other DV program services to LAP-referred victims. (Oct. 2021-Sept. 2024)
- 4) LAP Advocate to attend twice monthly high-risk DV team meetings to educate about high danger victim safety and provide victim follow-up as needed. (Twice monthly Oct. 2021-Sept. 2024)

**OUTCOME: High danger victims receive immediate access to DV program services.**

**TASK #3: Hire, train and supervise Deschutes County DV investigator, with focus on high-risk DV crimes. Activities include:**

- 1) Solicit applications for DV investigator position. (Oct. 2021)
  - a. [Note: We currently have an officer from a partner agency in the position as a special assignment for the remainder of our current grant. We plan to advertise to hire a new investigator that can be in the position for the entirety of this project.]
- 2) Interview and hire DV investigator. (Nov. 2021)
- 3) New DV investigator training. (Nov. 2021-Dec. 2021)
- 4) Conduct DV investigations with focus on high-risk cases. (Dec. 2021-Sept. 2024)
- 5) DV investigator to attend and play an active role in following up on tasks identified in twice monthly high-risk DV team. (Nov. 2021-Sept. 2024)
- 6) DV investigator to identify gaps in high risk cases with an emphasis on strangulation investigations in order to provide training to law enforcement and development of a checklist (Nov. 2021-Sept. 2024)

**OUTCOMES: DV offenders are held accountable commensurate with crimes committed; DV investigations are enhanced by greater capacity to gather evidence and provide follow up investigation. Strangulation and other high risk cases are given priority.**



**TASK #4: Continue and enhance High-Risk DV team response. Activities include:**

- 1) Continue twice monthly meetings between current DV High Risk Team members, including members from the DA's Office, Saving Grace, and the DV investigator. (Oct. 2021-Sept. 2024)
- 2) Expand the team to include Deschutes County Parole and Probation. (Oct. 2021-Sept. 2024)
- 3) Enhance DVHRT's focus on strangulation cases by placing all strangulation cases on high risk caseload. (Oct. 2021-Sept. 2024)
- 4) Follow through with tasks assigned at DV team meeting; report back at subsequent meetings. (Oct. 2021-Sept. 2024)
- 5) Participate in community DV trainings; attend out-of-state conferences as available. (Nov. 2018-Sept. 2021)

**OUTCOME: Coordinated community response to high-risk DV cases provides greater offender accountability and victim safety. Enhance focus on strangulation and other high risk cases.**

**TASK #5: Identify gaps in Strangulation case investigations, develop training to address them, and provide checklist for strangulation case investigations. Activities include:**

- 1) Using DV investigator request forms and based on training provided by Casey Gwinn in August of 2020, review for gaps in strangulation case investigations (Oct. 2021-Sept. 2022)
- 2) Develop Checklist to provide to law enforcement based on gaps found in strangulation cases (Oct 2022-Jan 2023).
- 3) Develop Training Module to provide to law enforcement along with checklist developed. (Feb 2023-June 2023).
- 4) Contact and conduct training with law enforcement agencies (July 2023-Sept 2024).

**OUTCOME: Participants gain enhanced understanding of Strangulation and high risk cases; new investigative methods enhance current investigations on strangulation cases.**

**b. How Funding Will Address Identified Needs/Enhance Existing Projects:**

The Best Practice Assessment completed in 2014 identified the need for a DV investigator. Due to population growth not keeping up with growth in the police force, officers have limited time to conduct investigations before attending to additional calls for service. A DV investigator can fill this gap by gathering more information around prior history, taking follow up photos, collecting evidence necessary for a complete investigation, and providing more capacity for victim/witness interviews. Adding a DV investigator steeped in best practices will:

- a) ensure as many appropriate charges are made commensurate with the crime/s;
- b) provide clear evidence to facilitate swift prosecution;
- c) enhance information for the high-risk DV team;
- d) remove burden from victims being the primary or sole source of evidence for crimes, and
- e) enhance victim safety by providing more accurate assessment of the offender's level of risk.

The current practices of the CCR meeting every other month at DV Council meetings, and the LAP partners meeting quarterly have certainly provided helpful guidance regarding trends, gaps in services and collaboration. However, a missing element is the capacity to review specific cases at the time crimes occur to develop positive outcomes for prosecution of cases. The addition of a High Risk DV team will allow victim-based and offender-based providers to provide insights and act on tasks that will immediately improve responses in real-time. Continual progress on DV cases coupled with the DV Council's overall guidance will provide a well-rounded approach to DV community response.

Based upon Best Practice Assessment findings regarding a need for continued training on

the LAP, Arrest (now IFCJ) grant partners have sought support from the Maryland Network Against Domestic Violence (founders of LAP). The Maryland Network has developed training modules to serve as LAP refresher courses and provide ongoing education related to high-risk DV cases. The two-hour modules will provide relevant education at law enforcement in-service trainings.

**e. How Purpose Areas will be addressed including priority areas**

The project will address purpose areas 3 and 22, including the centralization and coordination of police enforcement and prosecution, and implementation of a multi-disciplinary high-risk team. The statutory priority area of demonstrating a commitment to strong enforcement of laws and prosecution of cases will be addressed by:

- Ensuring offenders do not exploit any gaps between arrest and final disposition via the High Risk Team's coordination, monitoring, and actions taken to hold offenders accountable and keep victims safe;
- Vigorously investigating cases via the DV investigator to provide for swift and thorough case resolution, resulting in greater offender accountability;
- Enhancing law enforcement's capacity to provide immediate referral and support to high danger victims via the LAP protocol;
- Providing LAP-referred victims with specialized assistance via the LAP advocate and the advocate's coordination with the High Risk DV team.
- Continually monitoring project progress, sharing successes and challenges with project partners quarterly, and promoting ongoing collaboration with the shared vision to reduce violent crime, promote victim safety, and hold offenders accountable.

**f. Why the project will be successful and how to determine project goals are accomplished**

Deschutes County has a long history of collaboration between affiliated partners in DV response with its DV Council. The DV Council originated the initial implementation of the LAP, which has conferred not only benefits to high dangers survivors, but also enhanced trust between law enforcement and Saving Grace and a means of identifying high risk cases which require closer monitoring and support. The identification of high risk cases has evolved into development of the High Risk Team and DV investigator position, producing more scrutiny of cases that indicate high lethality. Deschutes County and its DV Council take pride in the development of these programs and support the ongoing enhancement to further reduce crime, lethality and recidivism, and enhance victim safety.

The project goals noted previously under how the project will measure progress toward goals include the tracking of cases addressed (offenders investigated and monitored, victims served), the final disposition of cases (outcomes), victims' perceptions of safety, resources and information gained, and law enforcement's change in knowledge with ongoing education/training. The continuous monitoring of the project, with project partners' commitment, will ensure the project achieves meaningful outcomes and accomplishments.

**g. Tangible products to be created**

Based on the training provided by Casey Gwinn in August of 2020, project partners have identified the need for an enhanced response to strangulation cases given their high risk nature. Using DV investigator follow up request forms and case reviews, the team will identify gaps in strangulation cases in order to develop a tangible and transferable checklist for improved strangulation case investigations for current and future use. In addition, the team will develop a

training module for law enforcement and provide training on the benefits and use of the strangulation checklist.

**h. How the proposal will be accessible to individuals with disabilities**

When language poses a barrier to services, the DA's Office uses utilizes the Language Line and professional interpreters. The DA's Office acquired a TTY phone to assist with investigations and victim services for those who are deaf or hard of hearing and utilizes video relay services.

Victim services for individuals with intellectual/developmental or physical disabilities are provided support and guidance from county, state, and community-based agencies serving people with disabilities. All Saving Grace offices and its shelter are fully accessible. People with disabilities may bring caregivers or service dogs into shelter with them. Saving Grace contracts with ASL interpreters to provide services for deaf/hard of hearing individuals. Oregon Relay is a phone communication service that is utilized for deaf/hard of hearing individuals to access Saving Grace through its hotline. Saving Grace is committed to providing informed, compassionate services for marginalized communities and provides staff training quarterly on topics related to marginalized communities.

**i. How the project will reach each population in the service area**

The service area's composition includes a population of 8.3% people who identify as Hispanic or Latino. To serve Latinos in their native language, each law enforcement agency has bilingual patrol officers, and the LAP screen is available in Spanish as well. Approximately 20% of Saving Grace's advocates are bilingual, giving the agency capacity to serve Latino individuals. The DV investigator will be hired as bilingual strongly preferred so that investigations can continue in Spanish as needed.

With a relatively diverse population containing many living in rural, outlying areas (with many living in poverty and lacking resources), law enforcement and Saving Grace have offices or outposts in the far reaches to ensure response is provided in a timely and responsive manner.

Deschutes County has an array of nonprofits specialized in serving elders, people with disabilities and non-English speaking individuals, which facilitates project partners' capacity to engage experts in these areas of specialization to provide added support for victims or offenders.

**i. How the project will address victimization rates**

The project will remain focused on high risk offenders and high danger victims. Enhanced services to high danger victims will provide immediate recourse for victims to flee from abusive relationships, as well as ongoing emotional and resource support to help victims rebuild their lives without concern for needing to return to a relationship simply due to lack of resources or unresolved trauma. Saving Grace has a therapy program to support families affected by abuse and a supervised visitation and exchange center. These long term supports provide an ongoing safety net for victims to ultimately identify as survivors.

Added support to investigate and monitor offenders will ensure there are fewer opportunities for offenders to exploit gaps in the criminal justice system, providing the message particularly to serial offenders that acts of domestic violence will result in consequences.

(See above section with tasks and activities for detailed timeline.)

**l. How the applicant will ensure progress towards implementing CCR activities**

By tracking the numbers and activities provided to LAP-referred victims and the numbers of high risk cases investigated by the DV investigator and staffed by the High Risk Team, the project partners will produce measurables which will be shared with the DV Council. Outcome

surveys for victims will ensure safety is enhanced. Both the commitment of partners within the project, and the support of allied agencies on the DV Council, will ensure the community will remain steadfast in its goals of reducing domestic violence crimes.

**m. Funding sources and plans for sustaining the project beyond OVW funding**

As referenced above in the sustainability section, the intent is to further demonstrate the effectiveness of the DV investigator position in order to grow the current funding amounts that law enforcement and the DA's Office currently support in the position. The LAP protocol will be promoted within the community, highlighting the program's collaborative nature and effectiveness. This program one that Saving Grace believes would garner local business and donor support to sustain.

**III. Who will Implement the Project**

The applicant, Deschutes County, will work with the following primary partners to implement the grant: The Deschutes County District Attorney's Office; The Deschutes County Sheriff's Office; Deschutes County Parole and Probation; City of Bend and Redmond Police Departments; Sunriver Police Department; Black Butte Police Department; and Saving Grace. The County has entered into a Memorandum of Understanding with the above-listed partners and one other key agency: the Deschutes County Circuit Court. The roles of the primary partners are described briefly below. A Memorandum of Understanding (MOU) between the County and each partner listed above has been appended to this application. Community law enforcement agencies have committed to providing additional funding to ensure the full funding of a 1.0 FTE DV investigator in the amounts described in the MOU.

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**Deschutes County**

Board of County Commissioners Chair Anthony DeBone and Deputy County Administrator Erik Kropp provide oversight of grant related activities. Supplemental services that may be provided by County departments include grant administration, legal counsel, administrative support, financial management, risk management and technological system assistance.

**Deschutes County District Attorney’s Office**

Deputy District Attorney Stacy Neil will provide leadership for grant related activities and serve as Co-Project Director with a focus on facilitating and coordinating the High Risk DV Team and support to the DV investigator position. DDA Neil has been a prosecutor in Oregon since 2002 and currently serves as the Team Lead for the Person Crime Team. She has specialized in Domestic Violence, Sexual Assault and Stalking related crimes for most of her career. DDA Neil has been a member and served as Co-Chair on the Deschutes County Domestic Violence Council. She has attended various national trainings on domestic violence and has provided trainings across the State on domestic violence investigations, strangulation investigations, interviewing child witnesses to domestic violence and training professionals on testifying as an expert witness.

**Deschutes County Sheriff’s Office**

Captain Deron McMaster is responsible for implementation of the LAP. He will serve as the lead LAP, high-risk DV team and DV Council representative. He or his designee will attend every other month DV Council meetings. He will be part of the team that supports coordination with the DV investigator.

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**Deschutes County Parole and Probation**

Supervisor Justin Bendele will be part of the DV High Risk Team and attend twice monthly meetings as part of that team. He has worked in law enforcement for 19 years, the last seven with Deschutes County Parole & Probation. Mr. Bendele has experience supervising caseloads of high risk domestic violence and sex offense clients. I currently am the supervisor for the Domestic Violence and Sex Offense Supervision teams within the department.

**City of Bend Police Department**

Lt. Adam Juhnke is responsible for implementation of the LAP. He will serve as the lead LAP, high-risk DV team and DV Council representative. He or his designee will attend every other month DV Council meetings. He will be part of the team that supports coordination with the DV investigator. Lt. Juhnke has been in law enforcement for 18 years and has served with Bend PD for 18 years. He holds many roles related to coordinated community response in various areas of service, including domestic violence response.

**City of Redmond Police Department**

Lt. Curtis Chambers is responsible for implementation of the LAP. He will serve as the lead LAP, high-risk DV team and DV Council representative and will attend every other month LAP and DV Council meetings. He will be part of the team that supports coordination of the work with the DV investigator. Lt. Chambers has been employed in law enforcement and with the Redmond Police Department since 2003. Chambers currently holds the position of Patrol Lieutenant. He is passionate about serving the community needs of Redmond through proactive, collaborative, and data-driven decision-making.

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**Black Butte Police Department**

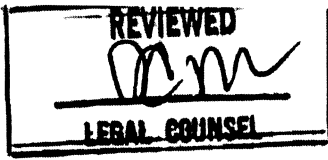
Chief Denney Kelley is responsible for implementation of the LAP. He will serve as the lead LAP, high-risk DV team and DV Council representative and will attend every other month LAP and DV Council meetings. He will be part of the team that supports coordination of the work with the DV investigator.

**Sunriver Police Department**

Chief Cory Darling of the Sunriver Police Department is responsible for implementation of the LAP. He, or his designee, will serve as the lead LAP, high-risk DV team and DV Council representative and attend every other month LAP and DV Council meetings. He will be part of the team that supports coordination of the work with the DV investigator.

**Saving Grace**

Saving Grace's Assistant Executive Director, Trish Meyer, will serve as Co-Project Director with a focus on LAP services. She will provide leadership for the LAP protocols, continuing LAP education for law enforcement and co-project direction with DDA Neil. She has worked in the non-profit management field for 24 years and has been with Saving Grace for the past 18 ½ years. She serves on the Maryland Network Against Domestic Violence's national LAP Advisory Council and on Oregon Attorney General's Office's statewide domestic violence fatality review team. Ms. Meyer has provided DV training for over 4,000 professionals and community members. Saving Grace's LAP Advocate will provide follow up services to LAP-referred victims. S/he will be a member of the high-risk DV team, meeting twice monthly. The LAP Advocate will be trained and certified on the LAP and Danger Assessment tools.



**Memorandum of Understanding (MOU)**

Deschutes County is the lead applicant for the Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program. Deschutes County, as represented by the Deschutes County District Attorney’s Office (DA’s Office) and the Deschutes County Sheriff’s Office (DCSO), enter into a Memorandum of Understanding with Saving Grace – Imagine Life Without Violence (herein referred to as “Saving Grace”), City of Bend Police Department (BPD), City of Redmond Police Department (RPD), Black Butte Police Department (BBPD), Sunriver Police Department (SRPD), Deschutes County Parole and Probation, and the Circuit Court of the State of Oregon for the County of Deschutes (Circuit Court).

**History of Relationship**

In 1995, representatives from the Deschutes County Sheriff’s and District Attorney’s Offices and Parole and Probation, Mental Health, and Administrative Services Departments; the Oregon Department of Human Services; City of Bend Police Department; Victims’ Assistance Office; and Saving Grace established a Domestic Violence Council (herein referred to as “Council”) and devoted efforts and resources to developing and implementing awareness/prevention campaigns. In early 2003, Council members from these same organizations with the addition of the Circuit Court submitted and received an award for a collaborative grant application for a Safe Havens Planning Grant.

The Council, which includes representation from all of the organizations that have signed this MOU, continues to meet every other month, with subcommittees when active meeting on alternating months and the participating organizations support the following goals: 1) to provide safety for victims of domestic violence, child abuse, dating violence, sexual assault and stalking;

2) to promote coordinated interagency and community responses which are victim-focused; 3) to increase training among collaborative partners to ensure safety of all victims; and 4) to promote interagency communication and relationships.

In addition to making preparations to open a visitation and exchange center, another priority during was to develop a shared awareness and understanding among the community partners represented on the Council of the unique circumstances surrounding supervised visitation in cases of domestic violence. During the planning for the grant period and subsequent three implementation grant cycles, representatives and staff from each of the entities have participated in various domestic violence training events provided through the Safe Havens Grants. In July 2004, Council members attended video conferences with Lundy Bancroft, Oliver Williams, and Betsy McAllister Groves. In October 2004, Council members and their staff attended a local two-day workshop co-sponsored by Saving Grace and the planning grant entitled *The Intersection Between Supervised Visitation and Batterer Intervention* with Dr. Scott Hampton. DHS provided a free site for this training and utilized it to train child protective workers. Through the local Trial Court Administrator's efforts, Dr. Hampton also led a private training with the seven Deschutes County Judges on the dynamics of domestic violence and considerations for supervised visitation and exchange.

In January 2005, the Parole and Probation Department created the Domestic Violence Supervision and Treatment Team (herein referred to as "Supervision Team") comprised of specialized parole and probation officers, batterer intervention program providers, victim advocates, polygraph examiners, child welfare officials, court administration staff, and a deputy district attorney. Simultaneously, the Probation Department wrote and adopted protocols for the treatment and supervision of domestic violence offenders, requiring treatment providers and

parole and probation officers to collaborate with victim advocates when developing standards affecting the treatment and supervision of offenders. Polygraph examinations became a required component of offender supervision and treatment as a means to reduce offender non-compliance and increase victim safety. The Probation Department sought approval from the Circuit Court to assume responsibility for approving Batterer Intervention Programs (BIPs) in order to provide some assurance that program providers were using evidenced-based practices and complying with Oregon Administrative Rules. The request was granted, and a Probation Department Supervisor/Council member became the approval authority for the offender treatment programs. The Supervision Team has continued to meet on a regular basis, creating strong alliances among all the members and improving offender accountability and specialized services. Many of the Supervision Team members are also participating Council members.

In July 2005, all the existing and proposed BIP providers, along with staff from Parole and Probation, the District Attorney's Victim's Assistance Office, and Saving Grace attended a local three-day workshop *Creating a Process of Change for Men Who Batter* by Scott Miller from DAIP. Mr. Miller also provided a short training for prosecutors and defense attorneys on the benefits of BIP Standards and the criminal justice system response of holding batterers accountable. This training was repeated for new Council community partners again in October 2007.

In September 2005, members of local law enforcement from the Deschutes County Sheriff's Office and Bend Police Department participated in a local one-day training, *Domestic Violence: The Law Enforcement Response*, presented by Supervising Deputy Sheriff Marcus Bruning from DAIP. The Deschutes County Sheriff provided a free site for this training and staff resources to assist with event management.

In October 2005, the Council attended a video conference with Dr. Ellen Pence titled *Context is Everything*. The conference was hosted by the State of Oregon, Division of Child Support Enforcement, who provided the free site, use of equipment and staff resources.

With the help of the first Safe Havens implementation grant, Saving Grace opened a new supervised visitation and exchange center, known as Mary's Place, in January 2006. With the assistance of the Council, additional funding sources for the visitation center were explored, including a Parental Access to Visitation grant which was subsequently received in 2007.

In September 2006, the Domestic Violence Supervision and Treatment Team became responsible for evaluating batterer intervention providers to ensure compliance with the Oregon Administrative Rules. This responsibility was reassigned to the Domestic Violence Council in early 2008. Also in September 2006, Safe Haven funds were used to bring Dr. Scott Hampton and Judge Maureen McKnight to Bend to provide training to the Council on *Best Practices: Domestic Violence Coordinating Councils*. Dr. Hampton also met separately with four of the County's seven judges to discuss various system issues including batterer intervention, considerations for victims, and supervised visitation.

In May 2007, a Circuit Court Judge who presides over most of the family court cases attended the training sponsored by Muskie School, *Examining Best Practices in Advocacy and Judicial Deliberations in Child Custody Cases*. The judge reported back to the Council and provided materials to the County Custody Evaluations Program for low-income divorcing parents.

In June 2007, a collaborative STOP VAWA grant application was submitted and received by Saving Grace to support a Spanish bi-lingual and bi-cultural advocate located at the courthouse. This advocate assists victims who are seeking restraining orders and provides safety

planning and resource referrals. An informational video, available in both Spanish and English, explaining how to obtain a restraining order was also created. This grant partners, including the Circuit Court, Victims' Assistance and Saving Grace all participated in developing this innovative response to victims' needs.

In July 2007 and December 2007, two live video conferences *Behind Closed Doors* and *Victims at the Center* were sponsored with Safe Havens grant funds. These trainings were attended by a wide variety of community partners, including parole and probation officers, BIP providers, victim advocates, public health nurses, mental health providers, and attorneys. Also in July, five members of the Domestic Violence Supervision and Treatment Team attended a two-day training on the *Emerge Model of Batterer Intervention*.

In September 2007, the Presiding Judge of the Deschutes County Circuit Court attended the National Council's institute on *Enhancing Judicial Skills in Domestic Violence Cases*. The Judge reported back to the Council, emphasizing the value of what he had learned and how the concepts could apply in Deschutes County. Deschutes County has experienced an improved response to victims of domestic violence from all of its Judges as a result of the training.

During the fall and winter of 2007, the Domestic Violence Supervision and Treatment Team held discussions to address concerns about no-contact orders in criminal domestic violence cases and their impact on victims. As a result of this dialogue, protocols used by the Court and Parole and Probation were revised to provide more flexibility and responsiveness to individual victim needs.

In March 2008, four Council members attended a two-day training, *Fathering After Violence*, sponsored by the National Institute on Fatherhood, Visitation and Domestic Violence for Safe Havens Grantees.

In early 2008, the Council formed the Coordinated Community Response (CCR) subcommittee to further evaluate and provide recommendations regarding the community's coordinated response to domestic violence. This subcommittee consisted of Captains from the Deschutes County Sheriff's Department, the City of Bend Police Department, and the City of Redmond Police Department; a Supervisor from the Deschutes County Parole and Probation Department; the Assistant Executive Director of Saving Grace; and the Community Project Coordinator from the Deschutes County Children & Families Commission. The CCR subcommittee recommended improving risk assessment and response to victims, while also addressing the need for intensive supervision and monitoring of high-risk offenders. In the fall of 2009, the CCR subcommittee learned about the Lethality Assessment Program (LAP), a program of the Maryland Network Against Domestic Violence based on Dr. Jacquelyn Campbell's Danger Assessment. A phone conference was held with David Sargent, Consultant and Lethality Assessment Coordinator for the Maryland Network Against Domestic Violence, Deschutes County local law enforcement agencies, Parole and Probation Department, and Saving Grace. The CCR subcommittee agreed to move forward with seeking resources to implement the LAP as well as hiring an Intensive Supervision Parole and Probation Officer (ISPPO) who would work closely with an advocate from Saving Grace to provide intensive supervision to offenders and ongoing risk assessment to victims of those offenders.

In October 2009, training by the National Council of Juvenile and Family Court Judges was sponsored by Safe Havens training funds in Deschutes County. The training, *Accounting for Domestic Violence in Child Custody Cases*, was attended by law enforcement, judges, local attorneys, child custody evaluators, parole and probation officers, therapists, as well as Mary's Place and other Saving Grace staff.



In December of 2009, seven representatives from the Council attended a two-day training, *Community Corrections' Response to Domestic Violence: Guidelines for Practice*, sponsored by the American Probation and Parole Association. The Deschutes County Parole and Probation Department had applied for and was awarded a grant from the U.S. Department of Justice, Office on Violence Against Women, to send a jurisdictional team to this conference. Representatives from the Bend Police Department, District Attorney's Office, Saving Grace, Parole and Probation Department, Child Welfare Office, and a batterer intervention provider attended. Several collaborative goals were developed at the conference, including finalizing the completion of the 2010-2012 Arrest Program (formerly Community Defined Solutions for Violence Against Women) grant application.

In August 2010, seven representatives from the Council attended a three-day training, *Enhancing Your Coordinated Community Response to Domestic Violence*, sponsored by the Crook County Domestic Violence Intervention Team with Grant funding provided by the U.S. Department of Justice, Office on Violence Against Women – Rural Grant Program. Participants conducted a self assessment of the Deschutes County CCR and identified the need to evaluate CCR activities using an established tool.

In October 2010, Deschutes County received a Safe Havens: Supervised Visitation and Safe Exchange continuation grant.

In October 2010, Deschutes County received the Community Defined Solutions for Violence Against Women Grant. In October 2010, an Intensive Supervision Parole & Probation Officer was assigned a caseload averaging 30-35 of the highest-risk domestic violence offenders sentenced to probation or released from prison on post-prison supervision. In January 2011 David Sargent and Rhonda Pick trained 50 law enforcement officers and Saving Grace advocates

on the LAP. Following the LAP training, Saving Grace and law enforcement developed the protocols, policies and procedures for LAP implementation. Saving Grace hired an LAP Advocate and established a 24-hour LAP hotline. In March 2011, the LAP was implemented. Captains from the Deschutes County Sheriff's Department, the City of Bend Police Department, and the City of Redmond Police Department; a Supervisor from Parole and Probation; the Assistant Executive Director of Saving Grace; the Saving Grace LAP Advocate and the Community Project Coordinator from Deschutes County began meeting monthly to monitor and evaluate progress and outcomes of the LAP and the intensive supervision PPO. Additionally, the LAP advocate and intensive supervision probation officer began meeting twice monthly in February 2011 to address safety among the victims of the offenders on the intensive supervision caseload. These victims are now able to access confidential domestic violence program services via the LAP advocate.

In April 2011, Jacquelyn Campbell provided Danger Assessment training for over 150 services providers. This training provided excellent background information regarding domestic violence lethality assessment; however, local service providers other than Saving Grace have not adopted use of the Danger Assessment tool at this time due to concerns over the amount of time the tool may take to implement. Currently, the LAP (which is an abbreviated version of Danger Assessment) is beginning to be implemented in medical settings in Maryland, and the Council members have begun exploring the adoption of LAP in the medical setting.

In September 2011, the CCR subcommittee (with the assistance of BWJP Arrest grant Technical Assistance provider Connie Sponsler Garcia) identified the multi-disciplinary Best Practice Assessment (BPA) as a process that will provide a framework for assessing the community's response to domestic violence as well as tools to help the CCR identify and solve

problems. A Captain from the Bend Police Department contacted the 911 Service Director to discuss 911's involvement in the BPA. The 911 Service Director agreed to participate. The CCR subcommittee committed to seek resources to fund a position to coordinate a BPA for 911, and patrol response, police follow-up investigation, and prosecuting charging decisions.

In September 2011, Black Butte Ranch Police Department, a smaller agency in Deschutes County, requested LAP training due to the positive feedback from participating law enforcement agencies to date. Bend PD and Saving Grace trained Black Butte Ranch officers on the LAP in November 2011.

In December 2011, with training funds from the Safe Havens grant, the newly appointed Judge of the Deschutes County Circuit Court attended the National Council's institute on *Enhancing Judicial Skills in Domestic Violence Cases*. The Judge reported back to the Council, including information regarding the use of LAP by prosecutors and the bench in sentencing decisions.

In January 2012, a phone conference was held with David Sargent, Consultant and Lethality Assessment Coordinator for the Maryland Network Against Domestic Violence and Saving Grace about the use of LAP in the Maryland medical community. Council members came to the conclusion that LAP would be a helpful tool in both providing a brief domestic violence assessment and connecting high-risk victims to domestic violence program services. Discussion began with medical service providers about utilizing the LAP screen when there is an indication, suspicion, or belief of possible abuse and connecting high-risk victims with Saving Grace's domestic violence program services. Council members agreed to seek resources to pilot the use of LAP in a medical setting with Deschutes County Health Services Maternal Child Health Team, the Women, Infants and Children Program, and the Family Planning Team.

In April 2012, three community partners attended the *Responding to Domestic Violence and Sexual Assault: Enhancing Skills for Police and Prosecutors* conference. The deputy District Attorney in charge of person crimes, a BPD Lieutenant, and Saving Grace's Assistant Director (who is also grant project director) attended. This conference provided insights particularly related to predominant aggressor and high-risk offenders issues which were then discussed in Domestic Violence Council meetings, LAP meetings, and which also went on to inform future discussions around the Best Practices Assessment.

In September 2012, the LAP partners coordinated an Arrest Grant-funded training entitled *Responding Effectively to Intimate Partner Violence* in Bend. Presenter David Thomas from Johns Hopkins University provided this training to approximately 80 law enforcement officers, probation officers, deputy district attorneys, and advocates. In September 2012, the LAP Response Advocate also attended the National Center for Victims of Crimes' National Conference.

In September 2012, Deschutes County was informed it had received the Arrest Grant focusing on high-danger victims of intimate partner violence and high-risk offenders of intimate partner violence (IPV). Plans then ensued to continue with the project and add the Best Practice Assessment and LAP training for medical providers.

In December 2012, Deschutes County Health Services' Maternal Child Health Team, the Women, Infants and Children Program, and the Family Planning Team received training on the LAP protocol and intimate partner violence.

In December 2012, the Best Practices Assessment partners (911, Bend and Redmond Police Departments, the Sheriff's Office, a Deputy District Attorney, and Saving Grace Assistant Director who facilitated the group) embarked upon the assessment. Over the course of the

following nine months, the partners met for more than 30 hours to complete the Emergency Communications (911) and police patrol assessments. The assessment provided a common groundwork for assessing and ensuring a consistent response in a County with three primary law enforcement agencies providing response to domestic violence crimes. Outcomes of the assessment were well-received in the community, with recommendations ranging from: focusing further on strangulation investigations, ensuring all officers are consistently practicing the LAP response protocol, ensuring history of violence is thoroughly documented and taken into consideration, and ensuring all law enforcement agencies have a 911 policy/protocol specific to domestic violence.

In November 2013, a Circuit Court Judge, Deputy District Attorney and Parole & Probation Officer attended Emerge's *Abusers 201: Essential, Up-to-Date Information about Abusers and Abuser Interventions*. In November 2013, the Arrest Grant project director also provided LAP protocol and intimate partner violence training to four St. Charles Medical Center Emergency Department supervisors. St. Charles will also be opening up this training for its Social Workers in the spring of 2014.

In January 2013, Best Practices Assessment partners, including Bend and Redmond Police Departments, the Sheriff's Office, a Deputy District Attorney, a system-based Victims' Assistance Advocate, and Saving Grace's Assistant Director (who again facilitated) embarked on the Police Follow-up Investigations and Prosecution Charging Decisions assessments. This component was completed in September 2014.

In the fall of 2014, the LAP Advocate and a Deputy District Attorney attended the National Center for Victims of Crime's National Training Institute. From this training, the LAP Advocate was further educated on risk and danger levels in DV, the use of technology to stalk,

and strangulation in DV. As a result of strangulation training specifically related to criminal prosecution, the Deputy District Attorney has been able to more frequently enforce or add strangulation charges in DV cases.

The thorough research produced by the Best Practices Assessment led to an invitation to present during two Praxis webinars in the July and September of 2015. The Arrest grant Project Director and a Deputy District Attorney shared experiences with the Assessment, with particular focus on using the Assessments to analyze prosecution response to battering.

In July 2015, the ISPPO and Arrest grant Project Director were invited to present at BWJP's national conference on *Engaging Offenders in Justice & Accountability Using Evidence-Based Practices*. They provided two 90-minute sessions on specifics around the intensive supervision probation program, as well as the partnership the ISPPO has with the LAP Advocate and by extension, enhanced services for victims of offenders.

Over the three-year period, the Arrest grant Project Director and LAP Advocate have offered six trainings for public health and private practice medical practitioners to provide ongoing DV education in the medical community and to promote cross-referrals of high-danger victims, with an emphasis on Latina outreach. The Arrest grant Project Director also provided training for Deschutes County Circuit Court judges on the development and use of the LAP, as well as its use by prosecution in recommendations related to release and victim contact. The Deputy DA also met with judges and explained prosecution use of the LAP during release hearings.

The CCR group has met quarterly regarding the functioning of LAP and the intensive supervision PPO continue to work on improvements to the LAP protocol. The Arrest grant Project Director and LAP Advocate have provided ongoing education with law enforcement

around LAP. Since the program's inception, more than 1,500 LAP screens have been initiated by law enforcement, resulting in nearly 600 LAP calls connecting high-danger victims to Saving Grace, of which nearly 350 individuals received in-person services ranging from shelter, safety planning, protection order assistance, crisis counseling and therapeutic services, and support throughout the criminal prosecution process and beyond.

The DA's Office and the LAP Advocate began to work more closely together on high-risk DV cases. This collaboration has enhanced safety (including emotional safety) for victims, which has in turn increased victims' capacity to attend grand jury proceedings and other hearings— as well as maintaining close communication with the District Attorney's Office.

The Parole and Probation Department has successfully supervised an average of 30-35 high-risk DV offenders since receipt of current grant in 2014. The intensive supervision caseload has 47% fewer offenders than a regular DV caseload, with approximately 50% more field and office contacts. This has resulted in greater accountability and swifter sanctions – at a rate of three times higher than a regular DV caseload. At the end of the previous grant period (9/30/2017), the Department distributed the high-risk DV offenders among all DV PPO's caseloads while employing the same strategies to hold high-risk batterers accountable. The Department will be able to sustainably fund high-risk offender supervision in this way.

Since completion of the Best Practices Assessment in the fall of 2014, the three primary law enforcement agencies and DA's Office have worked within their current capacities to institute Best Practice Assessment recommendations. Evidence collection, follow-up photographs of injuries and victim/witness interviews, thorough reporting, and improved strangulation investigations are all priorities that were identified by the BPA. Law enforcement and the DA's Office recognized hiring a DV Investigator who can support countywide DV

crimes with priority and timely follow-up investigation is a community need; however, funding is currently limited.

The close collaboration between the LAP Advocate and the DA's Office, combined with a concerted effort to improve evidence collection and investigation of DV crimes, suggested that more coordinated efforts with the DA's Office being a central player will enhance community response to DV. While agency partners have met quarterly around LAP implementation and high-risk offender supervision, partners now support a more "real time" meeting schedule to coordinate high-risk DV offenses while keeping high-danger victims safe. Twice per month meetings are recommended, with continuation of addressing lethality factors via the LAP screens submitted with police reports.

The current grant partners, as well as the Deschutes County Domestic Violence Council members, have supported the addition of a Domestic Violence Investigator to enhance investigations. In addition, the groups recommend continuation of the Lethality Assessment Program with focus placed on ongoing support and training for law enforcement provided by the LAP Advocate and District Attorney's Office. Finally, implementation of a high-risk DV team will provide the best chances for offender accountability and victim safety, as well as ongoing support and communication for the newly implemented DV Investigator.

In February of 2017 and January of 2018, Deschutes County Commissioners expressed support to seek this grant opportunity and following application, an award was made to Deschutes County for 449000 to implement this project. Beginning in 2018, a Domestic Violence Investigator was hired following recruitment and interviews conducted with support of our community partners. Isabel Chavez was hired as the DVI and served in that role from November 2018 until July 2020.



During the time, DVI Chavez conducted numerous follow up investigations and supported prosecution efforts that led to successful prosecutions and enhanced victim safety. Additionally, a Domestic Violence High Risk Team was formed that included members from the Deschutes County DA's Office, Saving Grace, and the DVI which screened cases to assess high risk offenders using tools such as the evidence based Lethality Assessment Program. These cases were given priority for follow up investigations and prosecution and led to very positive results in many cases. With resignation of DVI Chavez in July of 2020, a grant modification was obtained to be able to shift funding in a manner that allowed Sunriver PD Officer Tiffany Thompson to fill the role of DVI under a special assignment for the remaining time that the 2018 grant is funded and will return to SRPD following the assignment.

The District Attorney's Office pledges to provide fiscal and program management for the application, and Saving Grace will continue to provide oversight and quality assurance for the LAP. Coordination between the District Attorney's Office, law enforcement, Saving Grace and the County have led to the agreement reflected in this Memorandum and the submission of the grant application.

### **Continuation Grant Application**

In 2021, OVW released the current grant solicitation that would provide funding if awarded to continue the current project that funds the centralized DVI, the Deschutes County DV High Risk Team, and the LAP Program. An additional partner agency was identified as a critical partner that would provide valuable resources for the DV High Risk Team. Deschutes County Parole and Probation, which supervises Domestic Violence Offenders has agreed to join our DV High Risk Team to further enhance our community's response to High Risk Offenders.

## **Roles and Responsibilities Deschutes County**

Support for grant-related activities and management will be provided by the full organization of Deschutes County under the direction of the Board of County Commissioners. Supplemental services provided by County departments include grant administration, legal counsel, administrative support, financial management, risk management and technological system assistance.

### **Deschutes County District Attorney's Office**

Deschutes County District Attorney's Office will: 1) provide grant management for the Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program; 2) act as fiscal agent and administrator of grant funds; 3) ensure compliance with the reporting requirements of the Office on Violence Against Women; 4) provide office space and equipment, technology support, and other necessary items for the Domestic Violence Investigator to be based out of District Attorney's Office; 5) assist in providing training for law enforcement community partners related to grant activities; and 6) provide meeting space and facilitation of twice monthly high-risk DV team meetings. Stacy Neil, Deputy District Attorney will act as Project Co-Director; assist the DV Investigator; and, facilitate the twice monthly high-risk DV team meetings. Jessica Chandler, Executive Assistant to the District Attorney will administer grant funding and submit financial reports. The DA's Office will provide office space, office equipment, related job equipment, project coordination and administration, reporting, and additional financial support if needed for the position.

### **Deschutes County Sheriff's Office**

Deschutes County Sheriff's Office (DCSO) will provide full cooperation and coordination of services with the DV Investigator, via the District Attorney's Office leadership.

DCSO will implement the Lethality Assessment Program (LAP) on the scene of domestic violence calls for service and will ensure all current and future Deputies are LAP-trained. The DCSO will phone Saving Grace's LAP hotline to connect high-risk victims with a Domestic Violence Advocate. The DCSO Deputies will also utilize the LAP screen to augment police reports. All LAP screens will be submitted with police reports to the District Attorney's Office. DCSO will also provide financial support of the DV Investigator position if needed to sustain the position during the grant period in an amount up to \$3,000 annually.

The Sheriff has designated Captain Deron McMaster as representative to participate in every other month Council meetings and related technical assistance events. Captain McMaster will serve as liaison to DCSO for the DV Investigator and will attend high-risk DV team meetings on an as-needed basis. Captain McMaster will support the LAP Advocate providing annual training and updates with patrol deputies and will ensure monthly reports are provided documenting LAP calls for service.

#### **City of Bend Police Department**

The City of Bend Police Department (Bend PD) will provide full cooperation and coordination of services with the DV Investigator, via the District Attorney's Office leadership. Bend PD will implement the Lethality Assessment Program (LAP) on the scene of domestic violence calls for service and will ensure all current and future officers are LAP-trained. Bend PD will phone Saving Grace's LAP hotline to connect high-risk victims with a Domestic Violence Advocate. Bend PD officers will also utilize the LAP screen to augment police reports. All LAP screens will be submitted with police reports to the District Attorney's Office. BPD will provide financial support of the DV Investigator position if needed to sustain the position during the grant period in an amount up to \$3,000 annually.

The Chief has designated Lieutenant Adam Juhnke, or his designee as representative to participate in every other month Council meetings and related technical assistance events. Lt. Juhnke will serve as liaison to Bend PD for the DV Investigator and will assist in providing annual training and updates with patrol officers and will ensure monthly reports are provided documenting LAP calls for service.

#### **City of Redmond Police Department**

The City of Redmond Police Department (Redmond PD) will provide full cooperation and coordination of services with the DV Investigator, via the District Attorney's Office leadership. Redmond PD will implement the Lethality Assessment Program (LAP) on the scene of domestic violence calls for service and will ensure all current and future officers are LAP-trained. Redmond PD will phone Saving Grace's LAP hotline to connect high-risk victims with a Domestic Violence Advocate. Redmond PD officers will also utilize the LAP screen to augment police reports. All LAP screens will be submitted with police reports to the District Attorney's Office. RPD will provide financial support of the DV Investigator position if needed to sustain the position during the grant period in an amount up to \$3,000 annually.

The Chief has designated Lieutenant Curtis Chambers as representative to participate in every other month Council meetings and related technical assistance events. Lt. Chambers will serve as liaison to Redmond PD for the DV Investigator and will support the LAP Advocate in providing annual training and updates with patrol officers and will ensure monthly reports are provided documenting LAP calls for service.

#### **Sunriver Police Department**

Sunriver Police Department will provide full cooperation and coordination of services with the DV Investigator, via the District Attorney's Office leadership. SRPD will implement

the Lethality Assessment Program (LAP) on the scene of domestic violence calls for service and will ensure all current and future officers are LAP-trained. SRPD will phone Saving Grace's LAP hotline to connect high-risk victims with a Domestic Violence Advocate. SRPD officers will also utilize the LAP screen to augment police reports. All LAP screens will be submitted with police reports to the District Attorney's Office. SRPD will provide financial support of the DV Investigator position if needed to sustain the position during the grant period in an amount up to \$1,000 annually.

The Chief of Police, Cory Darling, will participate in every other month Council meetings and related technical assistance events. Chief Darling will serve as liaison to Sunriver Police Department for the DV Investigator and will attend high-risk DV team meetings on an as-needed basis. Chief Darling will support the LAP Advocate providing annual training and updates with patrol officers and will ensure monthly reports are provided documenting LAP calls for service.

#### **Black Butte Police Department**

Black Butte Police Department will provide full cooperation and coordination of services with the DV Investigator, via the District Attorney's Office leadership. BBPD will implement the Lethality Assessment Program (LAP) on the scene of domestic violence calls for service and will ensure all current and future officers are LAP-trained. BBPD will phone Saving Grace's LAP hotline to connect high-risk victims with a Domestic Violence Advocate. BBPD officers will also utilize the LAP screen to augment police reports. All LAP screens will be submitted with police reports to the District Attorney's Office. BBPD will provide financial support of the DV Investigator position if needed to sustain the position during the grant period in an amount up to \$1,000 annually.

The Chief of Police, Denney Kelley will participate in every other month Council meetings and related technical assistance events. Chief Kelley will serve as liaison to Black Butte Police Department for the DV Investigator and will attend high-risk DV team meetings on an as-needed basis. Chief Kelley will support the LAP Advocate providing annual training and updates with patrol officers and will ensure monthly reports are provided documenting LAP calls for service.

### **Saving Grace**

Saving Grace will provide overall direction for LAP implementation. Saving Grace Assistant Executive Director, Trish Meyer, will serve as Project Co-Director, in partnership with Deputy District Attorney Stacy Neil. Ms. Meyer sits on the Coordinated Community Response subcommittee of the Council. She will promote the growth of the collaborative effort, and will supervise all Saving Grace activities.

Saving Grace will operate the 24-hour Lethality Assessment Program (LAP) hotline and will recruit, hire, and train LAP on-call advocates who will answer the 24-hour LAP hotline. Saving Grace will supervise a LAP Advocate, who will provide all follow-up advocacy and support to LAP-referred clients.

The LAP Advocate will serve as the primary contact to the District Attorney's Office, DCSO, Bend PD, SRPD, BBPD, and RPD. The LAP Advocate will serve as a member of the high-risk DV team, meeting twice monthly. The Advocate will provide ongoing LAP training and education on the DV team as well as in trainings with respective law enforcement agencies.

The Project Co-Director will provide leadership for all non-administrative duties related to developing cross-agency collaboration among law enforcement, courts, community justice, batterer intervention providers, health providers, mental health providers, legal advocates and

community groups.

The Project Co-Director will assume responsibility for collecting, compiling and providing the statistical, narrative and financial information necessary to complete grant reports. All Saving Grace staff will maintain the confidentiality of individuals using Saving Grace services.

Saving Grace will provide quarterly training to its staff on domestic violence issues, safety and intervention. Saving Grace will also promote and/or provide training and education of local law enforcement agencies and community justice regarding domestic violence issues and risk assessment at least once per year. Council members and other community partners will be invited to participate in these sessions.

#### **Deschutes County Community Justice, Parole and Probation**

Deschutes County Parole and Probation supports this application and will appoint Supervisor Justin Bendele to as project liaison and representative in Council meetings. Supervisor Bendele will participate in twice monthly Domestic Violence High Risk Team meetings and provide assistance to the team as needed and within the bounds of the Parole and Probation Department's policies.

#### **State of Oregon Circuit Court of Deschutes County**

The State of Oregon Circuit Court of Deschutes County (Court) agrees to appoint Jeff Hall Trial Court Administrator, as project liaison and representative in Council meetings. The Court, as necessary, further agrees to meet with representatives to discuss administrative matters and attend educational and informational meetings coordinated through the Trial Court Administrator.

#### **Timeline**

The roles and responsibilities described above are contingent on the County receiving the funds requested for this project in the Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program grant application. The beginning and end dates of this implementation effort would coincide with the grant period, anticipated to be October 2021 through September 2024.

**Commitment to Partnership**


- 1) The collaboration service area consists of Deschutes County, Oregon, including both incorporated and unincorporated portions thereof.
- 2) The partners agree to collaborate and provide coordinated domestic violence investigations, risk assessment, advocacy and domestic violence program services pursuant to the program narrative of the grant application attached to this agreement.
- 3) Compensation for the Deschutes County District Attorney’s Office and Saving Grace’s contributions for management of this project will be provided as outlined in the attached OVW budget detail worksheet.
- 4) The partners will collaborate in the collection of data and evaluation of the effectiveness of this position.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the portion of the proposed project budget pertaining to the collaborative effort described herein, and approve it.

By Anthony DeBone  
Anthony DeBone Chair  
Deschutes County Board of Commissioners


Date 22 MARCH 21





By  Date 3-22-21  
Erik Kropp,  
Deschutes County Deputy Administrator, Board of County Commissioners

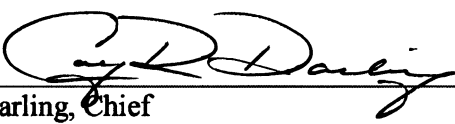
By  Date 3/22/21  
John Hammer, District Attorney  
Deschutes County District Attorney's Office

By  Date 3/22/21  
Jeff Hall, Trial Court Administrator  
State of Oregon Judicial Branch  
Deschutes County Trial Court

By  Date 032921  
Shane Nelson, Sheriff  
Deschutes County Sherriff's Office

By  Date 3/24/2021  
Mike Krantz, Chief  
City of Bend Police Department

By  Date 3/25/2021  
Dave Farbet, Chief  
Redmond Police Department

By  Date 3/24/21  
Cory Darling, Chief  
Sunriver Police Department

By  Date 3/24/21  
Denney Kelley, Chief  
Black Butte Police Department

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By *Ken Hales* Date 3-22-21  
Ken Hales, Director  
Deschutes County Community Justice

By *Cassi MacQueen* Date 3/24/2021  
Cassi MacQueen, Executive Director  
Saving Grace



BOARD OF COMMISSIONERS

AGENDA REQUEST AND STAFF REPORT

MEETING DATE: November 3, 2021

SUBJECT: Consideration of Approval of Purchase of Paint Truck Chassis

RECOMMENDED MOTION:

Move to approve Agreement #2021-842 for the purchase of a paint striping chassis from Houston Freightliner.

BACKGROUND AND POLICY IMPLICATIONS:

In the FY21 Budget, the BOCC approved the purchase of a Paint Truck Chassis to replace the existing 23 year old truck chassis. This chassis will host a new paint striping platform which will be budgeted in FY 23. The striping system (chassis and platform) paints and maintains reflective road stripes on the road system. It is a key piece of equipment for public safety and will be further elevated in importance with the advent of autonomous vehicle technology which relies on road striping for autonomous driving and other safety features.

The HGAC Cooperative Purchasing Contract was utilized to obtain the competitive quote as authorized by DCC 2.37 (Deschutes County Contracting Code).

BUDGET IMPACTS:

The purchase price of \$171,006.95 is \$13,993.05 below the budgeted amount and will be funded via the Road Department's Building/Equipment Fund (330).

ATTENDANCE:

Randy McCulley, Road Department



FREIGHTLINER of HAWAII

GORDON TRUCK CENTERS DEALER FAMILY

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name Deschutes Co Public Works
Address 61150 SE 27th St
City Bend State OR Zip 97702
Business Phone 541-322-7125 Cell Phone
Order Date 9 /30 /2021
Estimated Delivery Date
Sales Rep Mike V/Mark C
Customer Email

Quantity Ordered 1
Base Price Per Unit \$ 170100
Federal Excise Tax Per Unit \$
Subtotal Price Per Unit \$ 170100
Additional Description

2022 FL EconicSD cab/chassis

\*\*\*\*HGAC Contract #HT06-20 to be administered by
Houston Freightliner. Purchase order and payment to
be made to Houston Freightliner. \*\*\*\*

Additional Items Per Unit (Not included in base price)

Table for Additional Items Per Unit with columns for description and price.

Administration Fee \$ 150
Title/Transfer Fee Per Unit \$
Trip/Fuel Permit Per Unit \$
Subtotal: \$ 170250
Sales Tax Rate: .445 % \$ 756.945
Less: Deposit \$ 0
Less: Cash Down Payment \$ 0.00
Less: Net Trade-in Allowed \$ 0
Unpaid Balance \$ 171006.945

(DUE ON DELIVERY)

Stock Number
VIN Number
Year Color white
Make Freightliner
Model EconicSD
Tractor/Truck/Trailer truck
New Used

TRADE IN: CONDITION REPORT REQUIRED

Year Make Model
Body Type Color
VIN Number
Loan Balance Owed To
Address
City State Zip
Trade Allowance \$
Balance Owing \$
Equity \$0

SALES LOCATION

- Nampa, ID (208) 461-4751
Mt. Vernon, WA (877) 848-0472
Pacific, WA (800) 282-0699
Olympia, WA (855) 245-4635
Ridgefield, WA (360) 887-7562
Spokane, WA (888) 744-0390
Union Gap, WA (800) 378-9478
Hermiston, OR (800) 657-5408
La Grande, OR (800) 843-1195
Coburg, OR (541) 225-2030
Redmond, OR (541) 548-7497
Medford, OR (541) 779-4622
Kapolei, HI (808) 682-4315

Signature X Randy McCulley
Date X
Digitally signed by Randy McCulley
Date: 2021.10.15 08:03:03 -0700'

# VEHICLE PURCHASE AGREEMENT

Buyer's Name Deschutes Co Public Works

Order Date 9 / 30 / 2021

Sales Rep Mike V/Mark C

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase.  
Tax, title and license are the purchaser's responsibility.

**VEHICLE DELIVERY TERMS:** Vehicles must be paid in full prior to customer taking possession. Customer will be notified once vehicle(s) have been received from OEM and are ready for delivery. From the day of notification customer will have fourteen (14) calendar days to fund Gordon Truck Centers Inc. (GTC) any amount still owed on the vehicle and take possession of vehicle. Vehicles not funded after fourteen calendar days will be subject to additional daily flooring charges until payment is received in full. All deposits on factory ordered vehicles are non-refundable. Valid proof of insurance required prior to vehicle pick up or delivery.

**FEDERAL EXCISE TAX:** (Applicable) Federal Excise Tax will be invoiced and collected at time of sale by Gordon Truck Centers, Inc. Purchaser may provide a signed exemption certificate specific to the vehicles being sold at time of invoicing to be exempted from Federal Excise Tax.

**GORDON TRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:**

1. In-House Finance
2. Automated Clearing House (ACH)
3. Wire Transfer
  - a. Instructions are available for customer reference
4. Cashier's Check
  - a. Must be from local banks only – out of state transactions are wire transfer/ACH only
  - b. Must be payable to Gordon Truck Centers Inc.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

### Purchaser's Acceptance

Purchaser's Name (Please Print) Deschutes Co Public Works

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative X \_\_\_\_\_

Date \_\_\_\_\_ X \_\_\_\_\_

### Gordon Truck Centers Inc.

Accepted This Date By:

X \_\_\_\_\_, Sales Manager

Date \_\_\_\_\_



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 3, 2021

SUBJECT: Request Board Signature of St. Charles PES/Sage View, Document No. 2021-246.

RECOMMENDED MOTION:

Move approval of Board approval and signature of St. Charles PES/Sage View, Document No. 2021-246.

BACKGROUND AND POLICY IMPLICATIONS:

This contract is a renewal of the previous contract. The dates reflect The Oregon Health Authority's alignment with the calendar year.

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.

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.

**BUDGET IMPACTS:**

\$297,000.

**ATTENDANCE:**

Janice Garceau, Deputy Director



REVIEWED  
 \_\_\_\_\_  
 LEGAL COUNSEL

11/03/2021 Item #11.

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT  
 CONTRACT NO. 2021-246**

This Contract (the "Contract") is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division, hereinafter referred to as "County," and St Charles Health System, Inc., an Oregon non-profit corporation, hereinafter referred to as "Contractor", each a "Party" and collectively referred to as "Parties".

This Contract supersedes and replaces Deschutes County Health Services Contract No. 2020-293, effective date July 1, 2020, which shall terminate upon signature and execution of this Contract No. 2021-246.

**Recitals**

WHEREAS, Contractor operates an acute psychiatric treatment facility (hereinafter referred to as "Sage View") and hold rooms at Contractor's locations for Psychiatric Emergency Services (hereinafter referred to as "PES") for individuals in need of behavioral health services, including indigent individuals residing in Crook, Deschutes and Jefferson Counties (collectively referred to as "Counties") who are served under this Contract; and

WHEREAS, County is authorized pursuant to ORS 430.670 to obtain, by contract, the services necessary to conduct and operate a community behavioral health and developmental disabilities program; and

WHEREAS, Contractor has obtained and shall continue to qualify for approval from the Oregon Health Authority, Health Systems Division ("OHA") for purposes of providing services under this Contract; and

WHEREAS, the Contractor is able to offer Acute Care Psychiatric Services (as described herein) at the Sage View facility and Psychiatric Emergency Services Unit; and;

WHEREAS, County is authorized pursuant to ORS 426.241 to obtain, by contract, the emergency psychiatric care necessary for indigent residents of Crook, Deschutes and Jefferson counties; now, therefore,

IT IS HEREBY AGREED by and between the Parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date. This Contract is retroactively effective January 1, 2021 and, except as otherwise specifically provided herein, shall expire on December 31, 2021 unless terminated or renewed in accordance with its terms. The Parties agrees that time is of the essence in the performance of this Contract.
2. Contractor's Services. Contractor shall provide the services outlined in Exhibit 1 of this Contract (the "Services"). Maximum compensation shall not exceed **\$297,000** in accordance to the terms outlined in Exhibit 1.
3. Regulations and Duties. Contactor shall comply with all applicable provisions of the Financial Assistance Award #166040, including applicable Service Descriptions attached thereto, Agreement effective date January 1, 2021 between the OHA and Deschutes County, as the same may be amended, replaced and/or renewed from time to time, by a subsequent signed agreement between the Parties. Contractor agrees to comply with applicable rules and regulations of County, applicable provisions in the contract between County and the OHA, incorporated herein by reference, as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor's performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract, County determines to be within the scope of this Contract and is to be performed by Contractor, Contractor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
4. Notice. Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.



- a. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against either Party, such facsimile transmission shall be confirmed by telephone notice to the County Administrator or SCHS Behavioral Health Director or designee, as applicable.
- b. Any communication or notice shall be deemed delivered five (5) days after mailing or upon actual receipt, whichever occurs first. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Jenn Welander, CFO	Janice Garceau, Deputy Director
St. Charles Health System, Inc.	Deschutes County Health Services
2500 NE Neff Road	2577 NE Courtney Dr.
Bend, Oregon 97701	Bend, Oregon 97701
Fax No. 541-598-3475	Fax No. 541-322-7565
jrvelander@stcharleshealthcare.org	Janice.garceau@deschutes.org

<u>To County – Accounts Payable:</u>	<u>To County – for Notices &amp; Terminations:</u>
Accounts Payable	Grace Justice Evans, Contract Specialist
Deschutes County Health Services	Deschutes County Health Services
2577 NE Courtney Dr.	2577 NE Courtney Dr.
Bend, Oregon 97701	Bend, Oregon 97701
Fax No. 541-322-7565	Fax No. 541-322-7565
_HSAccountsPayable@deschutes.org	Grace.evans@deschutes.org

A copy of any notice, communication, or writing to Contractor under this Agreement shall also be sent to: “St. Charles Health System, Inc., Attn: Legal Department, 2500 NE Neff Road, Bend Oregon 97701.”

5. Access to Records. Upon reasonable inspection times, mutually agreed upon by the Parties, County and its authorized representatives shall have the right to direct access to all of Contractor’s books, documents, papers and records of Contractor that are directly related to this Contract, the financial assistance provided hereunder, or any service for the purpose of making audits, examinations, excerpts, copies and transcriptions. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
- a. Contractor shall permit County and OHA to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- b. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.
6. Confidentiality. In addition to the obligations imposed upon the Parties by Exhibit 3, The Parties shall maintain confidentiality of information obtained pursuant to this Contract as follows:
- a. The Parties shall not use, release or disclose any information concerning any employee, individual, applicant for any purpose not directly connected with the administration of County’s or the Contractor’s responsibilities under this Contract except upon written consent of the other Party, and if applicable, the employee, Individual, applicant or person.
- b. The Parties shall ensure that their respective agents, employees, officers and subcontractors with access to County or Contractor records understand and comply with this confidentiality provision.
- c. The Parties shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child’s guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.

- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
  - f. This Contract may be amended in a subsequent written agreement in the future to incorporate additional requirements related to compliance, as necessary per HIPAA.
  - g. The Parties further agree to notify the other Party when a Party comes into possession of information that represents a credible threat to the safety or security of the other Party or the other Party's personnel.
  - h. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of Services to Individuals which are funded in whole or in part under this Contract. The Parties shall maintain the confidentiality of records of Individuals as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the OHA, implementing the foregoing laws. Contractor shall create and maintain written policies and procedures related to the disclosure of an Individual's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.
7. Mediation. Differences between a Contractor and County, or between contractors, will be resolved in good faith when possible at appropriate management levels, followed by consultation between boards, if necessary. Where resolution of such disputes is not achieved after consultation with the respective Boards of Contractor and County, the Parties shall proceed with mediation in accordance with this Section 8 of the Contract. If the Parties cannot reach agreement they shall submit the matter to mediation. The Parties shall agree upon a single mediator who is experienced in the area involving the dispute. If the Parties are unable to agree on a mediator, each Party shall submit two (2) to three (3) names of people acceptable as mediator to the Presiding Judge of the Deschutes County Circuit Court, who shall select the mediator from the list provided.
8. Attorney Fees. In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
9. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract 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 federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
  - b. EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The Parties agree that the UN Convention on International Sales of Goods shall not apply.
10. Financial Audit. If requested, Contractor, at its sole expense, shall provide County with a copy of a Financial Review or Financial Audit conducted by a Certified Public Accountant within ninety (90) days following the termination of this Contract. This audit shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
11. Recovery of Funds, Reductions in Funding and Withholding of Payments. Expenditures of Contractor may be charged to this Contract only if they: (1) are in payment for services performed under this Contract; (2) conform to applicable State and Federal regulations and statutes; (3) are in payment of an obligation incurred during the period of this Contract; and (4) when added to other compensation pursuant to this Contract are not in excess of 100% of the maximum amount detailed in Paragraph 2 and Exhibit 1 of this Contract.
- a. If Contractor fails to provide an acceptable audit performed by a certified public accountant for federal funds received under this Contract, or if federal authorities demand the repayment of federal funds received under this Contract, County may recover all federal funds paid under this Contract, unless a smaller amount is disallowed or demanded.
  - b. Should a final court of competent jurisdiction discover Contractor is committing or has committed "fraud and abuse" as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Contractor under this Contract. If federal authorities demand the repayment of federal funds received under

this Contract and Contractor has been found willfully committing "fraud and abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Contractor under this Contract and any fines or penalties charged to County as a result of Contractor's actions. If the State of Oregon, disallows or requests repayment for any funds paid to Contractor under this Contract due to Contractor willfully committing "fraud and abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Contractor under this Contract in addition to any fines or penalties charged to County as a result of Contractor's actions. In the event that the court of competent jurisdiction determines that Contractor is solely responsible for the repayment of any funds paid to the Contractor, in addition to any fines or penalties charged to the County due to Contractor willfully committing "fraud and abuse", Contractor agrees to make such payment within ten (10) days of notification by County.

- c. If federal or state authorities disallow or request repayment for any funds paid under this Contract due to Contractor's acts or omissions, Contractor shall make payment to County of the amount disallowed or requested. In the event that federal or state authorities determines that County is responsible for the repayment of any funds owed to state or federal authorities by Contractor, Contractor agrees to make such payment within ten (10) days of notification by County or federal or state authority of said determination.
  - d. Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports 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.
  - e. In the event that a statutorily required license or insurance of Contractor is suspended or not extended, County's obligation to provide reimbursement for Services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.
  - f. Any funds spent by Contractor for purposes not authorized by this Contract shall either be paid directly by the Contractor to the County or, if not so paid, at the discretion of County, shall be deducted from future payments from County to the Contractor. Payments by County in excess of authorized amounts that have not been repaid by the Contractor within thirty (30) days after the Contract's expiration or after notification by the County, whichever date is earlier, shall be deducted from future payments from County to the Contractor.
  - g. Any funds awarded to the Contractor pursuant to a fee-for-service payment method under this Contract that are not obligated and/or spent within the term of this Contract shall be cancelled and revert to the County.
12. Retention of Revenue and Earned Interest. Fees and third-party reimbursements, including all amounts paid pursuant to Title XIX of the Social Security Act by the OHA, for services rendered by Contractor, and interest earned on such funds in the possession of Contractor, shall be retained by Contractor provided that it is expended for a behavioral health service which meets the standards of the OHA.
13. Termination. All or part of this Contract may be terminated immediately by mutual consent of both Parties, or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. In the event that this agreement is terminated pursuant to this section 14, Contractor agrees that it will continue to operate or arrange for provision of an acute psychiatric treatment program within Contractor's treatment area until at least December 30, 2025.

A Party may also terminate all or part of this Contract as specified below:

- a. With thirty (30) days written notice, if funding to the County from federal, state or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give more notice whenever possible.
- b. With sixty (60) days written notice, if federal or state regulations are modified or changed in such a way that services are no longer allowable for purchase under this Contract.
- c. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Contractor to provide a service under this Contract.
- d. With thirty (30) days written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Contract (or subsequent modifications to this Contract) within the time specified herein, or any extensions thereof.
- e. Upon written notice, if a party has evidence that the other Party has endangered or is endangering the health and safety of Individuals, residents, staff, or the public.

f. Failure of a Party to comply with the provisions of this Contract and all applicable federal, state and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:

1. Acts or omissions that jeopardize the health, safety, or security of Individuals.
2. Misuse of funds.
3. Intentional falsification of records.

14. Contract Monitoring. County shall monitor Contractor's delivery of services and promptly report to OHA when County identifies material deficiency in a Contractor's delivery of a service or in a Contractor's compliance with the Contract between Contractor and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Contractor. In the event of a deficiency in Contractor's delivery of a service or in a Contractor's compliance with the Contract between the Contractor and County, nothing shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Contractor.

In the case a failure to perform jeopardizes the safety and security of a client or of clients from one of the Counties' (Deschutes, Crook and Jefferson) the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.

In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to OHA and Contractor who is found to be in violation.

Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. Repeated continued minor violations of the same nature that threaten adequacy of services may be treated like a major violation.

Prior to termination for major or minor violations, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected or remedied within thirty (30) days after County has given written notice to Contractor, or in the case the problem cannot be corrected or remedied within the thirty (30) day period the Contractor fails to commence and pursue corrective action with reasonable diligence and good faith, then County may terminate this Contract or initiate other remedial action.

Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.

15. Encumbrance or Expenditure after Notice of Termination. Contractor shall not make expenditures, enter into contracts, or encumber funds in its possession that belong to the County, after notice of termination or termination as set out above, without prior written approval from County. County will continue to be obligated to pay for authorized services to the date on which termination takes effect. After the date on which termination takes effect, County will have no further obligation to pay for services.

16. Independent Contractor. Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this Contract, Contractor agrees to:
  1. perform the work in a good, workmanlike, and timely manner;
  2. comply with all applicable legal requirements;
  3. take all precautions necessary to protect the safety of all persons at or near Contractor's facilities including employees and Individuals enrolled or seeking services from Contractor and/or County;
  4. take full responsibility for wages and entitlements of Contractor's employees assigned to or furnishing services at Contractor's facilities.
- b. It is agreed by and between the Parties that Contractor is not carrying out a function on behalf of the County, OHA or State of Oregon, and County, OHA and State of Oregon do not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor.

Contractor is not an officer, employee or agent of County, the State of Oregon or OHA as those terms are used in ORS 30.265.

- c. County is not, by virtue of this Contract, a partner or joint venture with Contractor in connection with activities carried on under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- d. The Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Contract.

17. Delegation, Subcontracts and Assignment. Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.

- a. Any subcontracts that the County may authorize, Contractor agrees to make all provisions of this Contract with the County applicable to any subcontractor performing work under this Contract. Contractors who perform the work without the assistance of labor or any employee, as determined under ORS Chapter 656 and rules adopted pursuant thereto, need not obtain Workers Compensation coverage.
- b. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this Contract.
- c. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
- d. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
- e. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
- f. Any subcontracts that the County may authorize shall contain all requirements of this Contract, and unless otherwise specified by the County, the Contractor shall be responsible for the performance of the subcontractor.

18. No Third Party Beneficiaries.

- a. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
- b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

20. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA and County. County shall not authorize contractors to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when County is aware that Contractor is not in compliance with the insurance requirements.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the

work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.
- d. Contractors that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.

22. Constraints. Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

- a. Contractor shall:
  1. Make all undisputed payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
  2. Pay all applicable contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
  3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  5. Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
- c. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or Contract for the purpose of providing or paying for such services.
- d. Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. Persons employed under this contract shall receive at least time and a half for work performed on the legal holidays specified

in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.

- e. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
  - f. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
  - g. Contractor shall comply with Federal rules and statutes pertaining to the Substance Abuse and Mental Health Services Administration (SAMHSA) and Social Security (formerly Title XX) Community Health Services Block Grant(s); including the Public Health Services Act, especially sections 1914 (b)(1-5), 1915 (c)(12), 1916 (b)(2) and Public Law 97-35.
  - h. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Contractor, the individual has authority and knowledge regarding Contractors' payment of taxes, and to the best of the individual's knowledge, Contractor is not in violation of any Oregon tax laws.
23. Renewal. This Contract may be renewed, subject to County's approval and the availability of funding.
24. Debt Limitation. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
25. Compliance with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. **See Exhibit 4.**
26. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.
27. Waiver.
- a. A Party's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
  - b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
28. Entire Contract. This Contract constitutes the entire Contract between the parties on the subject matter hereof.
- a. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
  - b. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing and signed by both Parties.
  - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
29. Severability. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.
30. Survival. The provisions of paragraphs 2 to 10, 12 to 15, 18 to 22 shall survive the termination or expiration of this Contract.
31. Representations and Warranties.
- a. The Parties represents and warrants to the other Party that:
    - 1. Each Party has the power and authority to enter into and perform this Contract;

- 2. This Contract, when executed and delivered, shall be a valid and binding obligation of each Party's enforceable in accordance with its terms;
  - 3. Each Party has the skill and knowledge possessed by well-informed members of its industry, trade or profession and the Parties will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
  - 4. The Parties shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5. Each Party's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order to any court, regulatory commission, board or other administrative agency.
- b. Warranties Cumulative. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- c. Contractor agrees that it will continue to operate or arrange for provision of an acute psychiatric treatment program within Contractor's treatment area until at least December 30, 2025.

32. SB 675 (2015) Representation and Covenant.

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

33. Intentionally Omitted.

34. Intentionally Omitted.

35. Nondiscrimination. Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted Services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed, either as individuals, or by their officers, thereunto duly authorized.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

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

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

ATTEST:

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021

ST. CHARLES HEALTH SYSTEM, INC.

DocuSigned by:  
Matt Swafford 10/7/2021  
Signature  
Matt Swafford

\_\_\_\_\_  
Print



**EXHIBIT 1**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2021-246**  
**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 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:
  - ii. Acute Care Patient Harms within Department: <10 Events in calendar year that meet the 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 **\$297,000** (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:
  - Effective January 1, 2021 to June 30, 2021, maximum compensation shall not exceed \$132,000.
  - Effective July 1, 2021 to December 31, 2021, maximum compensation shall not exceed \$165,000.
- b. County shall pay a ten percent (10%) data performance metric on the total amount paid during the contract period, not to exceed **\$24,000** 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 July 1, Contractor shall invoice County quarterly per calendar year (invoice due October 15 and January 15) include a count of the total number of indigent bed days per individual per quarter. Cumulative invoices shall not exceed the amount of **\$297,000** for the contract term. Contractor shall invoice County for quarterly data performance metric with final invoice in the amount not to exceed \$24,000.
- 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.

**EXHIBIT 2  
 DESCHUTES COUNTY SERVICES CONTRACT  
 Contract No. 2021-246  
INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.**

**Workers Compensation** insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027 to provider workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input checked="" type="checkbox"/> \$4,000,000	<input checked="" type="checkbox"/> \$4,000,000

Professional Liability insurance covers damages caused by error, omission, or any negligent acts related to services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this Contract is completed.

The amounts indicated above, and not less than \$1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 03, A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 81, A&D 82, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39.

The amounts indicated above, and not less than \$2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31.

Required by County                       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input checked="" type="checkbox"/> \$4,000,000	<input checked="" type="checkbox"/> \$4,000,000

Commercial General Liability insurance includes covering bodily injury, death, and property damage in a form and with coverages satisfactory to OHA, and not less than \$1,000,000. This insurance shall include personal injury liability, products and completed operations. .

The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor 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 County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The amounts indicated above, determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, A&D 84, MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39.

Required by County                       Not required by County (One box must be checked)

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

- \$1,000,000  
 \$2,000,000  
 \$3,000,000

Automobile Liability insurance coverage for all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

The amount indicated above, and not less than \$1,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, , MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39.

The amount indicated above, and not less than \$2,000,000 as determined by OHA, unless OHA approves in writing are applicable to contractors who provide services under the following Service Elements: MHS 27, MHS 28, MHS 28A.

Required by County       Not required by County      (one box must be checked)

**Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**Notice of Cancellation or Change.** Contractor or Contractor's insurer must provide written notice to County at least thirty (30) calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of : (i) Contractor's completion and County 's acceptance of all Services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**Workers Compensation.** Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Exhibit 3**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2021-246**  
**CONFIDENTIALITY AGREEMENT**

## **1. INTRODUCTION**

This Confidentiality (the "Agreement") is entered into as of January 1, 2021 by and between St Charles Health System, Inc., an Oregon non-profit corporation, ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("County"), collectively referred to as "Party" or "Parties".

**WHEREAS**, in connection with the performance of the Services, Contractor may receive from the County or otherwise have access to certain information that is required to be kept confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); and

**WHEREAS**, as a part of the American Recovery and Reinvestment Act, the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") was signed into law, imposing certain privacy and security obligations in addition to the obligations created by the Privacy Standards and Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI), including extending certain HIPAA and HITECH Act requirements; and

**WHEREAS**, the HITECH Act requires that certain of its provisions be included in contractor agreements, and that certain requirements of the Privacy Standards be imposed contractually upon both Parties;

Therefore, in consideration of the foregoing premises and the mutual covenants and conditions set forth below and in the agreement between Contractor and County for Contractor's provision of services, intending to be legally bound, agree as follows.

## **2. DEFINITIONS**

- A. "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Contractor's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. "*Electronic Protected Health Information*" or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. "*Health Care Component*" means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.
- D. "*Protected Health Information*" or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- E. "*Services*" means the acute care and post-commitment care services provided at the Sage View facility and Psychiatric Emergency Services Unit and identified in the Personal Services Contract to which this Exhibit 3 is attached.

- F. "Use" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Contractor's organization.
3. **AGREEMENT.** Each Party shall:
- A. not use PHI except as necessary to provide the Services.
  - B. not disclose PHI to any third party without the other Party's prior written consent.
  - C. not use or disclose PHI except as required or allowed under state and federal by law.
  - D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
  - E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
  - F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
  - G. promptly report to the other party any use or disclosure of PHI not permitted by this Agreement of which Contractor becomes aware.
  - H. make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary of Health and Human Services for the purposes of determining County's compliance with HIPAA.
  - I. return, or destroy, any PHI of the other Party still in a Party's possession upon conclusion or termination of the Services. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as the Party retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
  - J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of a Party agree to the same restrictions, conditions, and requirements that apply under state and federal law with respect to security and privacy of such information.
  - K. make PHI available to the other Party as necessary to satisfy said Party's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
  - L. make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy a Party's obligations under 45 CFR 164.526.
  - M. to the extent the Contractor is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).
  - N. If a Party (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary of Health and Human Services to inspect the Party's books and records relating to the use and disclosure of PHI, the Party, to the extent it is not legally prohibited from so doing, shall promptly notify the other Party and cooperate with the other Party in connection with any reasonable and appropriate action the Party deems necessary with respect to such PHI.
  - O. If any part of a Party's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
    - i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
    - ii. report to the other Party any security incident relating to the EPHI that a Party maintains for the other Party.

#### 4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Each Party agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Each Party will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven business days after a Party discovers such HIPAA Breach, unless the discovering Party is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the a Party or, by exercising reasonable diligence, would have been known to the Party. Each Party will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Party. No later than seven (7) business days following a HIPAA Breach, the Party shall provide the other Party with sufficient information to permit the other Party to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) a Party making a HIPAA Breach notification (the “Notifying Party”), the Notifying Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Notifying Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.. Following a HIPAA Breach, the Notifying Party will have a continuing duty to inform the other party of new information learned by the Notifying Party regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, each Party agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, the Party believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Each Party (the “Indemnifying Party”) shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. The Indemnifying Party will assume the defense of any Information Disclosure Claim; the other Party may participate, at its expense, in the defense of such Information Disclosure Claim. the Indemnifying Party shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of the Other Party.

#### 5. OTHER PROVISIONS

- A. A breach under this Agreement shall be deemed to be a material breach of the Agreement.
- B. A Party (the “Terminating Party”) may immediately terminate this Agreement and the Service Agreement if the Terminating Party determines that the other Party has breached a material term of this Agreement. Alternatively, the Terminating Party may: (i) provide the other Party with written notice of the alleged material breach; and (ii) afford the other Party thirty (30) days to cure such breach to the satisfaction of the Terminating Party. If the other Party fails to cure the breach within the 30-day cure period, then Terminating Party may terminate this Agreement and the Service Agreement immediately. Terminating Party shall have the right to report any breach to the Secretary of Health and Human Services as provided for under 45 C.F.R. §164.504. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the last Service Agreement in effect between the Parties.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, either as individuals, or by their officers, thereunto duly authorized.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021

DESCHUTES COUNTY HEALTH SERVICES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021

ST. CHARLES HEALTH SYSTEM, INC.

DocuSigned by: *Matt Swafford* 10/7/2021  
\_\_\_\_\_  
Signature

Matt Swafford

\_\_\_\_\_  
Print

**Exhibit 5**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2021-246**

**REQUIRED PROVIDER CONTRACT PROVISIONS**

**Oregon Health Authority Exhibit I of OHA #166040 Intergovernmental Agreement**

- 1. Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in Exhibit 1 of this Contract (“Services”), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
- a. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
  - b. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
  - c. If this Contract requires Contractor to deliver Addiction Treatment, Recovery & Prevention and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services:
    - (1) Provide inpatient hospital services;
    - (2) Make cash payments to intended recipients of health services;
    - (3) Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
    - (4) Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
    - (5) Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee(5)), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
  - f. **Reporting.**  
 All Individuals receiving Services with funds provided under this Contract must enroll and maintain that Individual’s record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the “Who Reports in MOTS Policy” as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); These programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; These include DUII providers and methadone maintenance providers;
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data. If there are any questions, contact MOTS Support at [MOTS.Support@state.or.us](mailto:MOTS.Support@state.or.us).

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

- a. All written materials related to the services provided to the Client in alternate formats.
- b. All written materials related to the services provided to the Client in the Client's language.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

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

**4. Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:

- a. Individual, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
- b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit 4, Required Federal Terms and Conditions, Section 14, Disclosure.

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

- a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
- b. all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
- c. all state laws requiring reporting of abuse of an Individual; and
- d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H "Required Federal Terms and Conditions," to the certain January 1, 2021 to December 31, 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2021, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as specified in Exhibit C of this Contract.
11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims.
12. Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

**Exhibit J**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2021-246**  
**CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING**

If County purchases a Service, or portion thereof, from a subcontractor, the contract or agreement must be in writing, identify for subcontractor the amount of federal funds included in the contract or agreement, provide the CFDA number, and contain each of the provisions set forth in Oregon Health Authority Agreement with Deschutes County, Exhibit 5, "Required Provider Contract Provisions," in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law or that are necessary to implement service delivery in accordance with the applicable service descriptions and/or statement of work.

<b>Deschutes County</b>				
<b>Service Description #</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>All Funding Sources</b>	<b>CFDA #</b>
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment		N/A	
A&D 63	Peer Delivered Services		N/A	
A&D 64	Housing Assistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Subrecipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity		N/A	
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	

<b>Deschutes County</b>				
<b>Service Description #</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>All Funding Sources</b>	<b>CFDA #</b>
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)	Subrecipient	MHBG	93.958
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition	Subrecipient	MHBG	93.958
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board		N/A	
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	

<b>Deschutes County</b>				
<b>Service Description #</b>	<b>Service Description Name</b>	<b>Vendor or Sub-recipient</b>	<b>All Funding Sources</b>	<b>CFDA #</b>
MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)	Subrecipient	PATH	93.150



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** November 3, 2021

**SUBJECT:** Discussion of increasing FTE for Deschutes County Public Health's Early Intervention and Outreach Services Program

**RECOMMENDED MOTION:**

No motion at this time.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Early Intervention and Outreach Services (EISO) is a five-year grant program within Deschutes County Public Health and is funded through the Oregon Health Authority (OHA). The program supports STD/HIV disease intervention services, increased STD/HIV testing, health literacy/education, prevention activities and access and linkage to care in the tri-county area. The program operates on a calendar-year (CY) basis and runs through December 31, 2022.

The EISO program is requesting the addition of 1.0 full-time equivalent (FTE) Management (Data) Analysis through the remainder of the grant cycle December 31, 2022, and then through continued funding from OHA. The position will standardize data collection, provide quality assurance and help set priorities for prevention and care services. They will provide an epidemiological profile of HIV and STDs in Central Oregon and develop a Tableau platform for the webpage. This position will create a cluster and outbreak detection and response plan to help identify gaps and communities at higher risk.

Funding to support the position will come from unspent funds from CY4, and the position has been added to the year 5 EISO budget (CY22). OHA will continue funding the EISO programming, including all staff, beyond December 31, 2022 as demonstrated in the attached email. As a result, the FTE is requested to be approved as regular.

The CY22 EISO budget has been submitted to OHA and is included as an attachment. When the contract amendment is received a budget adjustment for fiscal year 2022 will be placed on the consent agenda for BOCC approval. The resolution authorizing the FTE will be



placed on a forthcoming consent agenda.

**BUDGET IMPACTS:**

Increase of 1.0 regular FTE Management Analyst in the Health Services Fund with a start date of December 1, 2021. A corresponding increase in appropriation to fiscal year 2022 in the amount of \$57,774. Resolution and budget adjustment are forthcoming.

**ATTENDANCE:**

Kathy Christenson, Health Services Supervisor, Advancement and Protections  
Amber Knapp, STD/HIV Public Health Nurse II, Advancement and Protections

**Kathy Christensen**

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**From:** Knapp Alicia T <ALICIA.T.KNAPP@dhsoha.state.or.us>  
**Sent:** Wednesday, September 29, 2021 8:26 AM  
**To:** Kathy Christensen  
**Subject:** RE: Epidemiologist position

[EXTERNAL EMAIL]

Hello Kathy,

Thank you for reaching out. OHA has approved funding through EISO for an HIV/STD Epidemiologist for Deschutes County (and for your regional work). For the remainder of year 4, we will need an updated budget to have documented in your contract folder . There is no need to do an amendment because you are underspent in your total grant budget (see not to exceed amount in your contract for total awarded through year 4).

Please add the Epi position to your year 5 budget, along with a full-time coordinator, nurse, DIS, and any other staff that you need to complete your EISO work successfully. Deschutes County remains eligible for EISO, so you can expect OHA to fund your EISO program after the 5 year grant is finished.

Please let me know if you need anything else.

Thank you,  
Alicia

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**From:** Kathy Christensen <Kathy.Christensen@deschutes.org>  
**Sent:** Tuesday, September 28, 2021 7:03 PM  
**To:** Knapp Alicia T <ALICIA.T.KNAPP@dhsoha.state.or.us>  
**Subject:** Epidemiologist position

**Think twice** before clicking on links or opening attachments. This email came from outside our organization and might not be safe. If you are not expecting an attachment, contact the sender before opening it.

Hi Alicia,

After reviewing the HIV EISO Year 3 Annual Report with the team and planning for future programming we think it would be very beneficial to have a full time STD/HIV epidemiologist working regionally. It is my understanding that OHA will approve a new Epidemiology position through the EISO grant. To present this opportunity to leadership I will need documentation from OHA. Would you please answer the below questions about this position.

OHA approves funding for a new STD/HIV Epidemiologist position?

All that OHA will need is an updated budget for year 4 with the position added? Position will be funded year 5 and should be added to the upcoming proposed budget?

Will the position be funded beyond year 5?

OHA will continue to fund a coordinator position, public health nurse position as well as the new DIS position?

Thank you so much Alicia- we truly appreciate our partnership with OHA and the HIV EISO team!!

Kathy



**Kathy Christensen | Public Health Supervisor**

DESCHUTES COUNTY HEALTH DEPARTMENT

2577 NE Courtney Drive | Bend, Oregon 97701

Tel: (541) 322-7407 | Cell: (541) 390-6304



*Enhancing the lives of citizens by delivering quality services in a cost-effective manner.*

**HIV Early Intervention Services & Outreach - CY22 LPHA Line Item Budget**  
**Deschutes County**  
 Complete all yellow shaded areas and cell values colored blue.  
 For assistance, contact: Barbara Keepes, 971-673-0573, barbara.j.keepes@state.or.us

County: Deschutes  
 Completed by: Lana Lane, Accountant Lana.Lane@deschutes.org 541-617-4734 & Kathy Christensen, Supervisor 541-322-7407  
 Date Completed:

**IMPORTANT:**  
 1. This form must be completed by staff responsible for program budgets and fiscal monitoring.  
 2. If your agency is subcontracting for services, a separate line item budget is required for each subcontractor.

Budget Categories	Description	(A) Services / Costs Sub-Total
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A) Personnel	Name & Title	Annual Salary (Direct Services)	FTE based on 2080 hr work year	Rate / hr	Hrs / mo	# of mo. budgeted	Total
<i>Example</i>	Jane Doe, R.N.	\$38,750.00	0.50	#DIV/0!	0.00	12	#DIV/0!
1	Jessica Terpstra, Comm Health Spec II	\$79,732.00	1.00	#DIV/0!	0.00	12	\$79,732.00
2	Amber Knapp, Public Health Nurse II	\$72,319.00	1.00	#DIV/0!	0.00	12	\$72,319.00
3	Public Health Nurse II-open	\$68,875.00	1.00	#DIV/0!	0.00	12	\$68,875.00
4	Management Analyst- Epi	\$75,935.00	1.00	#DIV/0!	0.00	12	\$75,935.00
5	Nurse Practitioner	\$95,210.79	0.20	#DIV/0!	0.00	12	\$19,042.16
6	Kathy Christensen, Health Services Supervisor	\$109,703.00	0.20	#DIV/0!	0.00	12	\$21,940.60
	<b>Total</b>	<b>\$501,774.79</b>	<b>4.40</b>	<b>#DIV/0!</b>	<b>0.00</b>		<b>\$337,843.76</b>

B) Fringe Benefits	Personnel Costs	Fringe Benefit Rate %	Total:
	\$337,843.76	56.38%	\$ 190,491.40

C) Travel		Include calculations for lodging, per diem, mileage, location of travel, number of people traveling and purpose of travel. Mileage rate may not exceed \$0.56 / mile. Do not budget mileage on county owned cars. Include all required travel as detailed in the budget guidance.	
	Item	<b>Detail</b>	
	1	Oregon Meaningful Care Conference 2022 (2 staff members)	\$2,000.00
	2	Conference Attendance- TBD	\$2,000.00
	3	IPG Meeting attendance	\$700.00
	4		\$0.00
	5		\$0.00
<b>Total</b>			<b>\$4,700.00</b>

D) Equipment		Equipment is defined as costing \$5000 or greater and having a useful life of at least one year. Equipment purchases must be preapproved.	
	Item	<b>Detail</b>	
	1		\$0.00
	3		\$0.00
<b>Total</b>			<b>\$0.00</b>

E) Supplies		List supply detail including office & medical supplies. If using an allocation method, detail how costs are allocated, (i.e. FTE, sq footage, etc). For supplies, list item, quantity and cost. Preprinted, purchased materials are considered a supply item, direct printing costs of materials, is to be listed in section G, Other. The purchase of furniture is not allowed in this award. See budget guidance regarding the purchase of HIV test kits.	
	Item	<b>List item and cost</b>	
	1	Medical supplies	\$1,000.00
	2	Office supplies	\$600.00
	3	Outreach event supplies	\$2,000.00
	4	Signage and marketing materials	\$700.00
	5	Training materials and supplies	\$500.00
	6	Laptop computer, monitors, keyboard, and desk supplies for new Management Analyst position	\$2,200.00
	7		\$0.00
	8		\$0.00
			<b>\$7,000.00</b>

		List all consultant costs and area in which consultative services to be provided	
		<b>Summarize cost for each consultant</b>	

<b>F) Consultants</b>	1	Out Central Oregon - Out Central Oregon provides guidance and community connection for our MSM outreach. They serve an important role on our advisory board. They advertise all of our testing activities on social media. They provide guidance in developing our marketing materials.	\$5,000.00
	2		\$0.00
	<b>Total</b>		<b>\$5,000.00</b>
<b>G) Other</b>	Item	List costs for staff training or trainings that the LPHA will be providing, marketing / advertising costs for all replication and distribution of materials, telephone, and other direct costs not already indicated. Printing costs, postage and office equipment rental. Note: food and beverages are only allowable when used as an incentive or as an integral part of an intervention. Any costs that are allocated costs must include allocation method.	
		<b>Detail</b>	
	1	Food for Advisory Board Meetings	\$600.00
	2	Cell phones (3)	\$325.00
	3	Targeted Advertising - Facebook, Grindr, Instagram, Television, etc.	\$5,000.00
	4	Transportation assistance for clients	\$200.00
	5	Temp help for Latinx Outreach	\$60,000.00
	6		\$0.00
	7		\$0.00
8		\$0.00	
<b>Total</b>		<b>\$66,125.00</b>	
<b>H) Contractual</b>	Item	List all subcontracts, submit a separate line item budget for each contractor	
		<b>Subcontracted Agency</b>	
	1	Crook County	\$20,000.00
	2	Jefferson County	\$20,000.00
	3	HIV Alliance	\$75,883.10
<b>Total</b>		<b>\$115,883.10</b>	
<b>I) Total Direct Costs</b>	Sum of A - H		
<b>Total</b>			<b>\$727,043.26</b>
<b>J) Indirect Costs</b>	Item	Indirect costs are those costs that are incurred for common or joint purposes and not attributable exclusively and directly to the HIV program. Maximum allowable rate is 10%	10%
	<b>Total</b>		<b>\$72,704.33</b>

**\$799,747.58**



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:**      Wednesday, November 3, 2021

**SUBJECT:** Consideration of Signature of Board Order No. 2021-060, Authorizing Service Contract Between La Pine Rural Fire District and Cascade Medical Transport

**Documents:**

Attached to this agenda request is the Public Private Partnership Agreement for Advanced Life Support Ambulance Services in Certain Circumstances. Board Order No. 2021-060 will be presented to the Commissioners for consideration at the meeting.

**ATTENDANCE:**

*Chris Bell, Sr. Assistant Legal Counsel*

PUBLIC PRIVATE PARTNERSHIP AGREEMENT  
FOR ADVANCED LIFE SUPPORT AMBULANCE SERVICES IN CERTAIN CIRCUMSTANCES

This Public Private Partnership Agreement (“Agreement”) is entered by and between Cascade Medical Transport of Oregon, LLC, an Oregon Corporation (“CMTO”) and The La Pine Rural Fire Protection District, an Oregon governmental special district organized under ORS 478 (“District”) with respect to the laws of Oregon and the Deschutes County Ambulance Service Area franchises (“ASA”) to support the needs of patients and medical facilities within the District.

RECITALS

WHEREAS, the District being a public safety entity and CMTO a private medical transport service provider can leverage the unique benefits of both the private and public sector to provide effective and efficient services to the citizens of the community; and

WHEREAS, the citizens of the District by vote established a community paramedic service, which was the first for a rural and remote area of Oregon, that it was to be fee based and not tax supported, and the District is able to provide such service by charging fees for the cost of providing the service and focusing on emergency stabilization and critical emergency advanced life support (ALS) transports only, and not medical interfacility or intrafacility transports where patients are already under a professional medical providers care; and

WHEREAS, As per ORS 682 the District has been responsible for the County ASA franchise for the fire district and immediate surrounding area for the last three decades and is currently assigned the 10-year ASA franchise till the next renewal period in July 1, 2028 for the community; and

WHEREAS, As per Deschutes County ASA Ordinance sections 8.30.070 and 8.30.090 the District may sub contract emergency and/or non-emergency transports with another ambulance service provider and subcontract for emergency or non-emergency interfacility ambulance transports with a private, non-governmental agency with the review and authorization of the County Board of Commissioners; and

WHEREAS, CMTO is a state licensed ambulance provider at both the basic life support (BLS) and advanced life support (ALS) paramedic levels, has multiple units, staffing flexibility, and specializes in medical intrafacility and interfacility transports; and

WHEREAS, over the last few years has seen a growth and establishment of fixed site medical facilities within the community that demand intra or inter facility transportation through 911 for ill and/or injured patients, that who cannot receive and/or are provided care at the local facilities, and then require transport to the closest hospital medical facility which is 35 miles away; and

WHEREAS, the District does not have the resources or means to keep up with the medical facilities demand and still provide critical fire, rescue and emergency medical services to citizens of the community who are not in professional care; and

WHEREAS, CMTO has the ability to provide both emergency and non-emergency medical intrafacility and interfacility transport service meeting all the requirements of the County’s ASA



plan, however needs to have reasonable assurances private resources allocated for this purpose will be utilized in a consistent and sufficient manner to be commercially viable;

**THEREFORE:**

CMTO is authorized, and agrees, to provide both non-emergency and emergency ambulance service to professionally staff medical care facilities within the District During the days and hours as listed in appendix A. CMTO available units shall be listed as an available medical transport resource for the District on the service area computer aided dispatch run assignments and dispatched as an La Pine available resource by 911 meeting all response standards as set in the County ASA for the District.

The District will defer cost recovery rights (billing) to CMTO to recover the cost of providing services from the facilities, insurance, Medicaid /Medicare, Veterans Affairs (VA) and/or the individual patient as their business practices require for supporting transports performed by CMTO. CMTO retains the right to set its fee schedule based on its internal cost structure and industry best practices. The District will not be responsible for any cost recovery or payments for transports performed by CMTO.

The District's voluntary subscription La Pine - Oregon Fire Med program is not applicable to medical facility transports (emergency or non-emergency). This agreement provides that CMTO is also not obligated to wave fees and/or payments under the La Pine - Oregon Fire Med Program.

CMTO shall comply with the terms of this agreement and meet all standards within the current ASA plan, and the applicable terms of ORS Chapter 682, any rules and regulations issued pursuant to ORS Chapter 682, including but not limited to OAR 333-260-0000 to 333-260-0070, and any other applicable state, federal or local laws, rules or regulations. The District reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and non-emergency ambulance services, provided that any District rules shall not be inconsistent with the provisions of applicable County or State regulations mentioned in this subsection.

CMTO shall obtain and maintain insurance coverage satisfactory to the District, CMTO shall add the District, its officials, officers, agents, employees and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the insurance company showing the La Pine Rural Fire Protection District as an Addition Insured and provide Notice of Cancellation as set forth under this agreement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300. If CMTO, for any reason fails to maintain insurance as required by this agreement, the same shall be deemed a major breach of contract.

CMTO shall obtain and maintain at all times during the terms of this agreement workers' compensation insurance within statutory limits and employers' liability insurance in full compliance with the requirements of ORS 656 and with Oregon unemployment insurance requirements.

CMTO is a limited liability corporation (private business) and as an independent contractor will be responsible for any federal and state taxes applicable to the services provided within the District. It's employees and agents are CMTO's entirety as private sector employees and are not

eligible for any wages and/or benefits through the District and the Oregon Public Employees Retirement System. CMTO shall fully comply with all wage, hour and labor standards required by State or Federal law. Public contracting law, ORS 279B.220 through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

The District and CMTO both agree to comply with the Civil Rights Act of 1964, and 1991 the Americans with Disability Act (ADA) of 1990 as amended, 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefit of, or otherwise be subject to discrimination under any program or activity which receives Federal financial assistance.

The District and CMTO, each shall defend, indemnify, and hold harmless each other, their elected officials, officers, agents and employees from the damages arising out of the tortious acts of each concern acting within the scope of their employment and duties in performance of this agreement.

CMTO is to be staffed and available-in-service with at least one Advanced Life Support (ALS) paramedic ambulance during the operational times of the medical facilities that are within the community. Notably 08:00 hours to 18:00 hours - Monday through Friday. CMTO will increase the number of units available based on call volume and in order to meet the County ASA requirement for La Pine of 43 minutes after dispatch 90% of the time for all calls dispatched through 911 from the service area. It will be a goal of this partnership agreement when sufficient volume is reached to warrant a CMTO ALS paramedic ambulance will be assigned and staged within the La Pine area. The District Duty Officer and/or CMTO may upgrade responses (based on caller information that is received through 911 Emergency Medical Dispatch (EMD)) to add additional medic and/or fire units that may be necessary. CMTO will be allowed to pend non-critical responses (based on caller information that is received through 911 EMD) until appropriate resources become available.

CMTO may utilize its resources for other non-emergency or interfacility and intrafacility services within or outside the District's service area. However, those responses are not to negatively impact CMTO's ability to meet the requirements of this agreement.

CMTO shall participate in the District disaster response planning and commit its available resources, as applicable, to such. When CMTO has available medic units in service on the District's EMS run card and the district has exhausted its own medic resources CMTO resources are to be available to assist per this agreement at the request of the District Duty Officer.

The District shall provide call information through the County 911 system for only calls applicable to this agreement.

CMTO shall have at least one radio (currently South County VHS, transitioning to County P25) in their units with the ability to receive and communicate with a District's 911 dispatch call for medics per the applicable run card. CMTO shall continuously monitor that channel during the required times of in service, as well as appropriate text device linked to the 911 Computer Aided Dispatch System (CADS) for District dispatches. CMTO and its employees shall follow all District radio protocols.

CMTO must have and maintain a state license for the provision of Emergency Medical Service (EMS) ALS Ambulance and shall provide the District with a current copy of required license. CMTO shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal ,and local laws rules and regulations.

CMTO shall maintain patient records of its transports in accordance to Federal, State and local laws including The Health Insurance Portability and Accountability Act of 1996 (HIPAA) including the 2013 Final Omnibus Rule Updates. The District and CMTO shall have access to generalized response information and data generated at 911.

The District and CMTO shall meet at least twice a year to discuss performance and operational issues.

This agreement begins August 1, 2021 and shall be renewable every two years per County ASA Ordinance 8.30.90 (c.) with required 45 days' notice to the County Board of Commissioners and end on June 30, 2028. Either party may end the agreement with a 90-day written notice. This agreement is not transferable.

For community safety, Time is of essence of this agreement.

This agreement shall constitute the entire agreement between the District and CMTO and any prior understandings or representations of any kind preceding this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each part.

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Deschutes County.

IN WITNESS WHEREOF, the parties hereto have executed this Public Private Partnership Agreement effective the date first set out above.

La Pine Rural Fire Protection District  
Board of Directors

Cascade Medical Transport of Oregon, LLC

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
President/CEO

\_\_\_\_\_  
Date



PUBLIC PRIVATE PARTNERSHIP AGREEMENT  
APPENDIX A

**Hours of Availability**

One ALS equipped ambulance with one paramedic and one EMT-Basic Monday through Friday 08:00 hours to 18:00 Hours during primary La Pine Community Health Center and St. Charles Clinic hours of operation. During federal holidays CMTO can provide mutual aid to the District, but because medical facilities are closed CMTO may not staff La Pine specific ambulances during those times.

**Unit Staging**

Location of ambulance(s) will be at CMTO's discretion but will be able to provide response within time allotted in the Deschutes County ASA agreement under emergency response times. When units are staged in La Pine CMTO may have access to District facilities for rest rooms, etc.

**Dispatching**

When operating under this agreement CMTO is to be dispatch seamlessly as any La Pine Fire District unit.

Each day CMTO will notify the District Duty Officer and dispatch when they have a crew/unit count of at least 1 available to respond to calls as defined in this agreement. *That may be done directly with a Computer Aided Dispatch (CAD) status update.*

When CMTO is in service for the District it shall respond as (La Pine) Medic 178, If CMTO has a La Pine crew/unit count of 2, (La Pine) Medic 179 will be utilized in addition.

County 911 Dispatch frequencies shall be used for District responses only.

The District is responsible for units under this agreement and will coordinate with on all administrative needs with the County 911 District Dispatch.

In the event of high call volumes District Duty Officer may contact CMTO and dispatch for CMTO to potentially move up and stage in La Pine. CMTO will provide mutual aid to La Pine when available as requested.

**Run card - automatic responses**

When CMTO has a standing crew/unit count of 1 or more for the District they will be automatically dispatched per the standing emergency medical dispatch call screening at 911 and the District's standing run cards.

Based on 911 caller information and 911 notes the District Duty Officer and/or CMTO may request additional resources be added to the call.

**Medical Protocols**

CMTO will be under the medical direction of the CMTO physician adviser using Eastern Cascades Emergency Medical Services (ECEMS) protocols.

**Cost recovery/Billing**

The transport agency is responsible for its own cost recovery/billing for any and all patients treated and/or transported and will bill per its own policy. Currently, CMTO will the patient's insurance for all transports provided and will balance bill patient as allowed.