



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JULY 06, 2022

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

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

AGENDA

MEETING FORMAT: The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

Attendance/Participation options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at 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 or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included 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: Citizen Input may be provided as comment on any topic that is not on the agenda.

***Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.*

CONSENT AGENDA

1. Consideration of Board Signature of Document No. 2022-595, Assessment and Taxation software annual personal services contract with Helion Software, Inc.
2. Approval of Minutes of the May 11 2022 BOCC Meeting
3. Approval of Minutes of the June 1 2022 BOCC Meeting
4. Approval of Minutes of the June 6 2022 BOCC Meeting
5. Approval of Minutes of the June 8 2022 BOCC Meeting
6. Approval of Minutes of the June 13 2022 BOCC Meeting
7. Approval of Minutes of the June 22 2022 BOCC Meeting

ACTION ITEMS

8. **9:05 AM** Deliberations: Remand of Deschutes Junction Plan Amendment and Zone Change application 247-20-000438-PA/439-ZC (247-22-000287-A)
9. **9:35 AM** Consideration of Board Signature of Resolution 2022-046 Establishing Solid Waste Disposal Fee Waivers for Fiscal Year 2023
10. **9:40 AM** Consideration of the addition of two FTE Landfill Site Attendant Positions to the Department of Solid Waste and modification of the operating schedules for Southwest Transfer Station and Knott Landfill
11. **9:50 AM** Request Board approval and signature of Document No. 2022-255, Agreement with Iris Telehealth
12. **10:00 AM** Consideration of Board approval and Chair signature of document #2022-571, an Oregon Health Authority agreement #173133-5
13. **10:10 AM** Department Performance Measure Updates for Q3

LUNCH RECESS

14. **1:00 PM** Senate Bill 762 – Wildfire Hazard Risk Mapping and the Wildland Urban Interface
15. **1:45 PM** Lower Bridge Rangeland Fire Protection Association MOU
16. **2:00 PM** Fire Suppression Response to Unprotected Lands within Deschutes County

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.



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, July 6, 2022

SUBJECT: Consideration of Board Signature of Document No. 2022-595, Assessment and Taxation software annual personal services contract with Helion Software, Inc.

RECOMMENDED MOTION:

Move Board signature of Document No. 2022-595

BACKGROUND AND POLICY IMPLICATIONS: Yearly personal services contract for support and maintenance of assessment and taxation software

BUDGET IMPACTS: Total compensation by the County for FY22-23 not to exceed \$220,011; 80% from the Assessor budget and 20% from the Finance/Tax budget.

ATTENDANCE:

Scot Langton, County Assessor

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: 6-28-22

Department: Assessor

Contractor/Supplier/Consultant Name: Helion Software Inc

Contractor Contact: Murray Giesbrecht
503-362-9394

Contractor Phone #:

Type of Document: Personal Services Contract

Goods and/or Services: Annual personal services contract with Helion Inc for maintance of county a&t software

Background & History: Attach additional page if needed.

Agreement Starting Date: 7-1-22

Ending Date: 6-30-23

Annual Value or Total Payment: not to exceed \$220,011

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

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

Funding Source: (Included in current budget? Yes No

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

Phone #:

Departmental Contact and Title: Scot Langton

Phone #: 541-388-6513

Department Director Approval:


Signature

6/27/22
Date

Distribution of Document: Original to
Helion Software Inc.
4263 Commercial St SE Suite 300
Salem, OR 97302

Copies to Scot Langton and Wayne Lowry

Official Review:

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Director (if under \$25,000)

Legal Review _____

Date _____

Document Number

REVIEWED

LEGAL COUNSEL

07/06/2022 Item #1.

For Recording Stamp Only

DES

CHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2022-595

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Assessment and Taxation Department (County) and HELION SOFTWARE, INC (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1,2022 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on June 30,2023, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #:93-1298376

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Murray Giesbrecht
Signature
Murray Giesbrecht
Name (please print)

CEO
Title
6/16/2022
Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20__

PATTI ADAIR, Chair

ANTHONY (TONY) DeBONE, Vice Chair

PHIL CHANG, County Commissioner

- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County 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 County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor 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. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

b. CONTRACTOR, 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.

24. 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.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

26. 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, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:
 Murray Giesbrecht, CEO
 Helion Software, Inc.
 PO Box 3506
 Salem, OR 97302
 Fax No. 503-362-9394

To County:
 Tom Anderson
 County Administrator
 1300 NW Wall Street, Suite 200
 Bend, Oregon 97701
 Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- 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 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.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor 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 Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor 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) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;

**EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE**

Section 1. Contractor's Services

Contractor's services are divided into TWO parts:

Part 1 – ORCATS Base and Support is for staff support per the agreement with the ORCATS consortium. Helion will work on and complete property assessment and tax projects and Support as described below in Section 2. Service Level Agreement. The total amount for Part 1 is \$187,676.

Part 2 – Discretionary Support Hours for a maximum of 223 hours (at \$145.00/hour) of offsite/onsite staff for ORCATS support and program development for Deschutes. The total for Part 2 is \$32,335.

Estimates or Fix Bid Quotes will be provided upon County request for work performed under Part 2.

Work will be billed monthly. The Total for Parts 1, and 2 is \$220,011.

For those projects that require less than 20 hours to complete Helion will notify Deschutes County and after authorization will work on them. These will be "not to exceed" projects and Deschutes County will not be responsible for any hours over 20.

For development projects that will require more than 20 hours to complete (or if Deschutes County requests), Helion and Deschutes County (and other consortium members) will work together to create a set of project requirements. Helion will then develop a fixed quote for the number of hours to complete the project. Helion will begin work on the project after Deschutes County (and, if applicable, other consortium members) approve the quote. Project requirements should be sufficiently detailed to identify the deliverables, the cost in hours, and the timeframe for completion. The time required to develop the requirements will be charged directly against the Part 2 - Programming hours. The project requirements will include a project timeline indicating which tasks are the responsibility of Helion and which tasks are the responsibilities of the County(s).

Upon using the software in production, programming bugs (any programming functionality that does not perform to specification) as identified by Deschutes County (or other consortium members) within 45 days or within a specified project timeline as established by mutual agreement between the Contractor and the County will be considered part of the original quote. Identification of a bug does not extend the acceptance period.

Any changes to requirements as agreed between Helion and County may cause an adjustment to the original quote. All Helion staff will be under the direct management of Helion and would be required to follow all of Helion's procedures and policies. Helion is in the process of developing these policies and procedures and will provide County a copy of those that are relevant to the work described in this contract as they become available or change. Helion will work on whatever County requested as long as it is within those policies and procedures. Typical uses would be programming projects unique to County (or groups of consortium members) and additional programming on projects of special interest to County (or groups of consortium members).

Additional 150 hour blocks of time may be purchased throughout the year, given 60 days notice. Helion will give a good faith effort to provide the additional requested hours in as few a days as possible.

Contractor shall provide the County with monthly reports on hours of service by project and by description. Should multiple counties be paying for the program development, the service hour reports should include all hours assessed to the project for all of the involved counties.

Section 2. Service Level Agreement

supplying to County and installing such corrective codes and making such additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order and in conformity with the warranties contained in this Agreement.

The corrective services provided by Helion may include:

- Providing a resolution to the problem immediately; or
- Providing documented clear steps that county staff can reasonably take to correct the problem; or
- Following analysis, providing documented clear steps toward problem resolution; or
- Performing configuration changes to the Helion software; or
- Modifying corrupt data caused by a defect in the software.

1.04 Helion will provide support for modifications or specialized features made at the request of the County and performed by Helion.

1.05 All modifications or specialized features made at the request of the County and performed by Helion will be ported to and supported in all future versions and releases of the Software unless authorized in writing from the County.

1.06 Any changes to comply with legal requirements will be performed under Section 1, Part 1.

1.07 Helion will assist County with the following Data Manipulation either directly or by providing an application so the County can perform the tasks themselves:

- Changing a value from Entered to Calculated or Calculated to Entered at the following levels:
 - Improvement
 - Accessories
 - Floor
 - Inventory
 - Land Fragment
 - OSD
- Changing a Neighborhood Code
- Changing an Improvement, Land Fragment or OSD from Trendable to Non-Trendable or Non-Trendable to Trendable
- Change one RMV class to another
- Bulk load LCM Schedules

Selection will be by either a County selected set of Neighborhood Codes or by a County selected set of Property Account Id's. The Property Account Id's must be in a CR/LF delimited text file. (Map and Taxlots are not considered Property Account Id's.)

2.00 Database Maintenance

2.01 Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the ORCATS software.

3.11 The obligations described in Sections 3.00 through 3.11 are hereafter referred to as "Support."

4.00 County's Responsibilities

4.01 To receive Maintenance and Support, the County is responsible for complying with the following:

- The situation giving rise to the question is reproducible or a documented history of the same event has been provided;
- The hardware and client workstation operating systems meet minimum Helion requirements (See Exhibit 6, attached and incorporated by reference herein);
- County designated representatives will submit all questions to Helion;
- County designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
- The full system, including software and hardware, is available to the County representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
- The County representative will follow the instructions and suggestions of Helion's support personnel, using the full system.

4.02 County will provide remote electronic access using VPN access through Internet connection (this is the preferred method) or will provide remote electronic access using other technologies and services that meet County's security requirements.

4.03 Helion must have received payment per this Agreement, Section 3, Paragraph 2.

4.04 If the resolution of a problem requires the installation of a newer version of the product, the County agrees that Helion may install the new version as part of the resolution process, depending upon the urgency of the problem resolution.

5.00 Services NOT Covered by Helion Under Part 1

5.01 Helion is not responsible for support in instances in which the County has made significant changes to the computing environment without consultation with Helion or in which the County has made significant client workstation configuration changes, such as Operating System version updates or Microsoft Office version updates, without consultation with Helion.

5.02 Helion is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Helion.

5.03 Helion is not responsible for software support on any products that are not part of the ORCATS system. Examples include Deschutes Download, County's web sites, Microsoft Office, etc.

5.04 The following services are excluded from coverage under Part 1:

- Creation of new Custom Queries
- Importing data or images
- Manipulation of data unless covered under section 1.03 or 1.07 above
- Display changes to forms, reports, letters or export
- Onsite Installation
- A&T View Access Database

EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
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.

Contractor Name HELION SOFTWARE, INC.

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. 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 be not 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.

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

Per Occurrence limit	Annual Aggregate limit
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional 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 the contract work is completed.

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 checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance 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 policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Murray Siskrecht CEO June 16, 2022
 Signature Title Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

- If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
- Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and
- All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.

B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.

E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

 Contractor Signature Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Murray Giesbrecht
Contractor Printed Name
CEO
Contractor Title

Murray Giesbrecht
Contractor Signature
June 16, 2022
Date

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.
- c. Lodging.
- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, July 6, 2022

SUBJECT: Deliberations: Remand of Deschutes Junction Plan Amendment and Zone Change application 247-20-000438-PA/439-ZC (247-22-000287-A)

RECOMMENDED MOTION:

On July 6, 2022, the Board will deliberate on the proposed Plan Amendment and Zone Change requests. If the Board finds that additional deliberations are necessary, the Board may schedule a future date for continued deliberations. If the Board finds no additional deliberations are necessary, the Board may then vote on the application.

BACKGROUND AND POLICY IMPLICATIONS:

The Board will hold deliberations on July 6, 2022 to consider a remanded decision of the Oregon Land Use Board of Appeals. The remanded decision is requesting approval to rezone and redesignate property from Exclusive Farm Use (EFU) / Agriculture (AG) to Rural Industrial (RI). The entirety of the record can be found on the project website at

<https://www.deschutes.org/cd/page/remand-deschutes-junction-plan-amendment-zone-change>

As stated previously, remand applications are subject to a 120-day review timeline per ORS 227.181. The final day in which a decision must be issued is August 5, 2022.

BUDGET IMPACTS:

None.

ATTENDANCE:

Nicole Mardell, Senior Planner – Long Range
Will Groves, Planning Manager

BOCC DECISION MATRIX – REMAND OF DESCHUTES JUNCTION PLAN AMENDMENT/ZONE CHANGE APPLICATION

NO.	ISSUE	APPLICANT TESTIMONY	OPPONENT TESTIMONY	BOARD DECISION POINTS
1	<p><u>Estimated Number of Employees</u></p>	<ul style="list-style-type: none"> • The applicant argues there are three factors that determine the application will result in a small number of employees: <ul style="list-style-type: none"> ○ Site context – the property’s location near residential lands and major roadways will require larger setbacks per the development code, which will restrict the maximum area that can be developed among other requirements. The poor soils on the property will restrict septic capacity to only those uses that can be supported with holding tanks on 60% of the property. The email notes holding tanks typically limit businesses to having 12 employees (4-5 employees daily) due to strains on capacity. ○ DCC 18.100 requirements – the existing requirements in the County’s code limit building size, uses, and include additional restrictions to developable area. This in combination with limitation of sewer services on to the property, will limit the intensity and scale of uses, limiting any urban-type use from operating on the property. ○ Evidence in the record from experts – evidence from Transight Consulting regarding transportation, from Roger Borine regarding soil composition, and preliminary/general septic feasibility from Todd Cleveland, contribute to a conclusion that only a small number of workers is viable on the subject property. • The applicant argues the market pulse survey referred to by the opponent does not provide any detail as to the operating characteristics of the companies studied, therefore the opponent can not make a determination as to whether eight employees is inherently urban. • The applicant argues the opponent has not provided any evidence that the average number of employees on property in the EFU zone is zero or one. • The applicant argues that “urban use” or an “urban number of workers” is not defined or codified, but relies on case-by-case determinations by local governments, reviewed by LCDC, and LUBA, which constitutes applicable law and criteria to review and apply to the proposal. Additionally, the remand issued by LUBA provides explicit direction to adopt findings related to the number of workers to justify a “small” number of workers, LUBA did not speak to urban versus rural number of workers. • The applicant argues that the opponent misrepresented the number of workers. 438 was the number of week daily trips per the ITE Manual, 90 was the number of workers estimated per the ITE Manual. 	<ul style="list-style-type: none"> • The opponent argues that per HVS Market Pulse, the average company in Bend has eight employees. The applicant also argues that the average number of employees employed in EFU zones is zero, or at most one person. • The opponent argues that 90 employees, as noted by the applicant is significantly higher than the current zoning, and also significantly higher than the average number of employees in Bend, an urbanized environment. • The opponent argues there is no law to review and apply to the proposal in relation to urban vs. rural workers. • The applicant argues the application will generate 438 workers based on the estimated 438 weekday daily trips, which is too intensive per the zone. 	<p>Has the applicant provided sufficient findings to determine the number of employees resulting from the proposal is “small”?</p> <p>A. Yes</p> <p>B. No</p>

BOCC DECISION MATRIX – REMAND OF DESCHUTES JUNCTION PLAN AMENDMENT/ZONE CHANGE APPLICATION

<p>2</p>	<p><u>Factual Base & Burden of Proof</u></p>	<ul style="list-style-type: none"> • Applicant argues that they have provided adequate information to justify a worst-case scenario of 90 workers on a 21.54-acre property and have met their obligations for the burden of proof and factual base. The applicant argues information in the record also notes that less than half of the estimated employees are likely to be on site at any given time, resulting in 34 employees on site, spread over the two tax lots, resulting in 17 employees per tax lot at any given time. • Applicant argues that they have provided materials into the record from subject matter experts, including: Joe Bessman, P.E. of Transight Consulting, Roger Borine, Soil Scientist, and Todd Cleveland, County Environmental Health Supervisor, which provides support for the applicant’s estimation of employees. The applicant argues the opponent has provided one source of information to support their argument, a HVS Market Pulse Survey, including information regarding mini-storage units within local city limits, which is not relevant to the Rural Industrial rezoning request. The applicant argues the remainder of COLW’s assertions are not based in fact, have been responded to, and are baseless. • Applicant argues that the entirety of the 21.54-acre site cannot be fully developed due to landscaping, setback, lot coverage, and parking requirements. Therefore, the estimated reasonable scenario provides a reasonable development scenario for the purpose of identifying a potential number of employees on the property. • Applicant responded to concern about mini-storage development and found that the use would only generate 3-4 employees at maximum build out. • The applicant notes that there are several examples in case law of a reasonable worst-case scenario being sufficient, unless the reasonable worst case scenario is plainly insufficient, or if the opponent claims a specific development proposal could be developed, and those claims are not responded to. The applicant notes he has responded to all claims proposed by the opponent in the record materials. • The applicant notes that the traffic study submitted with the original application, was not contested by the opponent during the LUBA process, therefore COLW has waived its right to challenge the worst-case scenario within the traffic study. 	<ul style="list-style-type: none"> • Opponent argues the applicant carries the burden of proof and must provide review of employees resulting from all of the potential uses listed in the zone and needs to provide additional detailed information to support their conclusion of the number employees, including an analysis of all uses listed in the zone, and detailed site configurations including setbacks, driveways, and parking areas. The opponent cites the potential for 122 factories on the property. • The opponent argues the applicant has provided information on what is reasonable, not what is possible on site, and therefore lacks a factual base. • Opponent argues 18,000 mini storage units could be built on site. • Opponent argues that the applicant must consider the potential for complete coverage of the property by factories or other intensive uses. 	<p>Has the applicant provided adequate information in the record to meet their burden of proof?</p> <p>A. Yes</p> <p>B. No</p>
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BOCC DECISION MATRIX – REMAND OF DESCHUTES JUNCTION PLAN AMENDMENT/ZONE CHANGE APPLICATION

<p>3</p>	<p><u>Septic Feasibility</u></p>	<ul style="list-style-type: none"> The applicant notes the email from Todd Cleveland, Environmental Soils Supervisor, provides a high-level overview of septic system feasibility on the property, based on findings from a soil study, done by Roger Borine and is not intended to be a formal determination. The applicant notes that they cannot consider off-site septic facilities on neighboring properties, as it does not comply with County Code requirements. The applicant notes the email concludes that soil on the property is poor and a septic system would likely not be feasible on over 60% of the property and an alternative system, such as a holding tank would likely be required. Holding tanks typically can only support 12 total employees, with 4-5 on site during any given time, which would limit the type of businesses that could operate on the site. The applicant argues that composting or combusting waste facilities are not a permitted use on site. The applicant notes the email from the Environmental Soils Supervisor notes that “dozens, not hundreds” could potentially be employed on site from a waste disposal perspective. 	<ul style="list-style-type: none"> The opponent argues the information provided by the Environmental Soils Supervisor does not include consideration of installation of septic facilities on adjacent properties. The opponent argues the information provided by the Environmental Soils Supervisor does not consider a worst case scenario in which composting or combusting waste facilities are used. The opponent argues the Environmental Soils Supervisor’s note that the number of worker could be limited to dozens is unclear and inadequate. The opponent argues that the testimony provided does not conform to the legal requirements for a septic site evaluation. 	<p>Does the septic feasibility impact the potential number of workers employed on site?</p> <p>A. Yes</p> <p>B. No</p>
<p>4</p>	<p><u>Shaffer Test</u></p>	<ul style="list-style-type: none"> The applicant notes they have provided sufficient information in the record to demonstrate the use is rural in nature, given no specific use is proposed. Additional review will likely be required for future use specific proposals. The opponent argues that the applicability of the Shaffer test cannot be considered, as COLW failed to raise that issue before LUBA and it is outside of the scope of the remand. Regardless, the applicant argues the remand directed by LUBA includes one of the Shaffer factors, and therefore its reasonable to conclude that LUBA finds the Shaffer test applies. The opponent argues that the current code requirements, including size and use limitations, adequately limit use to those that are rural in nature. 	<ul style="list-style-type: none"> The opponent argues the applicant has mischaracterized the Schaffer test and notes the Deschutes County Hearings officer did not find the second and third factors were identified in the negative, rather there was not enough evidence to make a determination on these factors. The opponent also argues that the Shaffer test is inapplicable for the proposed application and that the applicant should seek a Goal 14 exception to rezone the property. 	<p>Does the Board concur with the applicant that the remand LUBA only requires review of the number of employees, as it relates to the Shaffer Test?</p> <p>A. Yes</p> <p>B. No</p>

BOCC DECISION MATRIX – REMAND OF DESCHUTES JUNCTION PLAN AMENDMENT/ZONE CHANGE APPLICATION

<p>5</p>	<p><u>Need for Goal 14 exception</u></p>	<ul style="list-style-type: none"> Applicant argues this issue has been resolved by LUBA and is outside of the scope of the remand. 	<ul style="list-style-type: none"> The opponent argues that the applicant must take an exception to Goal 14 to rezone the subject property to an industrial use. 	<p>Does the Board concur with the applicant that this argument is outside of the scope of the remand?</p> <p>A. Yes</p> <p>B. No</p>
<p>6</p>	<p><u>2018 Rural Industrial Comprehensive Plan Amendment</u></p>	<ul style="list-style-type: none"> Applicant argues this issue has been resolved by LUBA and is outside of the scope of the remand. 	<ul style="list-style-type: none"> Opponent argues no new areas can be designated. 	<p>Does the Board concur with the applicant that this argument is outside of the scope of the remand?</p> <p>A. Yes</p> <p>B. No</p>
<p>7</p>	<p><u>Record Objection</u></p>	<ul style="list-style-type: none"> The applicant requests to keep the email in the record. The applicant states there is no case law that restricts communication from County employees to elected officials due to bias. The applicant states that Potts v. Clackamas County 421 Or LUBA 1, 7-8 (2002) establishes that there is a high bar for determining bias or prejudice. 	<ul style="list-style-type: none"> The opponent requested that an email be stricken from the record. The opponent argues that testimony from a County employee on a matter before the Board may preclude the Board from being an impartial and unbiased hearings body. 	<p>Does the Board concur with the applicant's request to keep the May 23, 2022 email in the record for Board review?</p> <p>A. Yes</p> <p>B. No</p>



MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)

FROM: Nicole Mardell, Senior Planner – Long Range
Will Groves, Planning Manager

DATE: July 6, 2022

SUBJECT: Deliberations – Remand of Deschutes Junction Plan Amendment and Zone Change application 247-20-000438-PA/439-ZC (247-22-000287-A)

The Board will hold deliberations on July 6, 2022 to consider a remanded decision of the Oregon Land Use Board of Appeals. The remanded decision is requesting approval to rezone and redesignate property from Exclusive Farm Use (EFU) / Agriculture (AG) to Rural Industrial (RI). The entirety of the record can be found on the project website at <https://www.deschutes.org/cd/page/remand-deschutes-junction-plan-amendment-zone-change>

I. BACKGROUND

The applicant, Tony Aceti, is requesting a Comprehensive Plan Amendment to redesignate the subject property from Agriculture to Rural Industrial and a Zoning Map Amendment to rezone the property from Exclusive Farm Use (EFU) to Rural Industrial. The property is 21.59-acres in size and is located at 21235 Tumalo Place, Bend (Taxlot ID 161226CC000201 and 161227D000104).

The application was originally submitted on June 30, 2020 and approved by the Board on January 27, 2021. Following Board approval, the application was appealed to the Oregon Land Use Board of Appeals (LUBA) and was remanded back to the County for additional review due to insufficient findings regarding the potential number of workers on site resulting from the requested plan amendment and zone change. The applicant appealed the remand decision to the Court of Appeals who affirmed LUBA's decision. The remand was then initiated by the applicant for County review on April 7, 2022. The final day in which the County must issue a final decision is August, 5, 2022.

II. OPEN RECORD PERIOD

Public hearings were held on May 18, 2022 and June 8, 2022. Following the June 8 hearing, the written record was left open for a total of 21-days. The applicant waived their right to the final 7 days typically reserved for final legal argument, and as such, the record closed on Wednesday, June 22 at 4 pm.

During the initial 7-day segment of the open record period, staff received two (2) public comments as new evidence and testimony, one from the applicant’s attorney and one from Central Oregon Landwatch. Each party also submitted a minor correction to their attachments via email, which were included in the record on the project website. During the second 7-day segment of the open record period, one rebuttal submittal was submitted by the applicant’s attorney. On June 9, 2022 the applicant provided staff a waiver of final legal argument, therefore the open record closed on June 22, 2022 at 4 pm.

Staff has provided a decision matrix summarizing information from the open record period and previous public hearings as an attachment to this memorandum.

III. BOARD DELIBERATIONS

On July 6, 2022, the Board will deliberate on the proposed Plan Amendment and Zone Change requests. If the Board finds that additional deliberations are necessary, the Board may schedule a future date for continued deliberations. If the Board finds no additional deliberations are necessary, the Board may then vote on the application.

As stated previously, remand applications are subject to a 120-day review timeline per ORS 227.181. The final day in which a decision must be issued is August 5, 2022.

IV. NEXT STEPS

If the Board determines that additional deliberations are necessary, staff will work with the Board to schedule a future meeting for continued deliberations. If the Board concludes their deliberations during the July 6, 2022 meeting, the Board may then vote on whether to approve or deny the application on remand. If the Board renders a vote during the July 6, 2022 meeting, staff will coordinate with the Board to return for a future meeting during which a draft ordinance and relevant exhibits will be presented and a first reading of the ordinance initiated.

ATTACHMENTS:

Board Decision Matrix



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 6, 2022

SUBJECT: Consideration of Board Signature of Resolution 2022-046 Establishing Solid Waste Disposal Fee Waivers for Fiscal Year 2023

RECOMMENDED MOTION: Move approval of Resolution 2022-046.

BACKGROUND AND POLICY IMPLICATIONS: The Board of Commissioners has established a policy where non-profit organizations that reuse or resell used goods, such as thrift stores, are allowed solid waste disposal fee waivers. Qualified organizations benefit the solid waste system by diverting waste from disposal at Knott Landfill. The policy establishes a maximum amount of \$5,000 for participating organizations, with an overall funding of \$45,000 for the Board authorized thrift store fee waiver program. For FY23, eleven non-profit organizations have applied for the program and the department is proposing a total of \$42,100 in fee waivers, with six of the organizations receiving the maximum \$5,000 amount (see attached table for historical use and distribution summary).

In addition to the thrift store fee waivers, the Board has given the Director of Solid Waste authority to grant fee waivers on a case-by-case basis. Typically, these waivers are granted to groups doing clean-up projects on public lands or similar efforts. The Solid Waste Department also works with the Community Development Department to provide fee waivers to assist in solid waste code enforcement efforts. In FY22, \$3,844 and \$1,743 in fee waivers were granted for these programs respectively (see attached table).

BUDGET IMPACTS: The fee waivers do not result in any expenditures by the Department and are considered lost revenue.

ATTENDANCE: Tim Brownell, Director of Solid Waste

REVIEWED

LEGAL COUNSEL

07/06/2022 Item #9.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Amending Resolution 2001-038 *
To Establish Solid Waste Disposal Fee * RESOLUTION NO.
Waiver Amounts for the 2022-2023 Fiscal * 2022-046
Year

WHEREAS, the Board of County Commissioners has determined that the public interest is served by waiving solid waste disposal fees, to a limited dollar amount, for certain organizations within Deschutes County, and

WHEREAS, the Board has established a policy, through Resolution 2001-038, for the waiver of such fees, and

WHEREAS, the Board has determined that Resolution 2001-038 will continue in full force and effect with the following exceptions, now, therefore,

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

Section 1. The maximum aggregate amount of fee waivers authorized each year shall be forty-five thousand dollars (\$45,000). The maximum individual amount of fee waiver authorized each year shall be five thousand dollars (\$5,000).

Section 1. Exhibit "A", attached hereto and made a part hereof, constitutes a list of organizations to receive solid waste disposal fee waivers, and the maximum dollar amount of such fee waivers to be credited to their account by the Solid Waste Department for Fiscal Year 2022-2023.

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DeBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

Exhibit A

FY 2022-23 Disposal Fee Credits

Total Amount Allocated - \$42,100.00

<u>ORGANIZATION</u>	<u>FY 22-23 CREDIT</u>
1856 City Care/City Thrift	\$4,000.00
2050 Habitat for Humanity – Bend/Redmond	\$5,000.00
1117 Habitat for Humanity – Sisters	\$2,500.00
1140 Humane Society of Central Oregon	\$5,000.00
1840 Humane Society of Redmond	\$5,000.00
1208 Opportunity Foundation	\$5,000.00
1266 Second Tern Thrift Shop	\$ 500.00
1833 St Vincent DePaul – La Pine	\$3,500.00
1831 St Vincent DePaul – Redmond	\$5,000.00
1874 Teen Challenge Thrift Store	\$5,000.00
2103 Furnish Hope	\$1,600.00



Solid Waste Fee Waivers

07/06/2022 Item #9.

Board Authorized Fee Waivers
Non-Profit Thrift Stores

ACCT #	NON-PROFIT ENTITY	CREDIT	CREDIT	CREDIT	CREDIT	CREDIT	CREDIT	CREDIT	CREDIT	USED THRU	UNUSED	REQUEST	RECOMM
		FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	5/31/2022	CREDIT	FY 22-23	FY 22-23
1856	City Care/City Thrift	2,500.00	3,000.00	2,000.00	2,000.00	2,000.00	2,000.00	3,000.00	4,000.00	390.00	3,610.00	4,500.00	4,000.00
2050	Bend-Redmond Habitat for Humanity	5,000.00	5,500.00	5,500.00	7,000.00	7,500.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00	19,171.31	5,000.00
1117	Sisters Habitat for Humanity	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	3,000.00	3,000.00	2,500.00	1,477.00	1,023.00	2,500.00	2,500.00
1140	Humane Society of Central Oregon	2,000.00	3,000.00	4,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	3,240.00	1,760.00	5,000.00	5,000.00
1840	Brightside Animal Center	4,000.00	5,000.00	5,000.00	5,000.00	5,000.00	3,500.00	4,000.00	5,000.00	3,135.00	1,865.00	5,000.00	5,000.00
1208	Opportunity Foundation of Central Oregon	4,750.00	4,750.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	4,336.00	664.00	20,000.00	5,000.00
1266	Second Tern Thrift Shop	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	285.00	215.00	500.00	500.00
1833	St Vincent DePaul LaPine	1,750.00	1,750.00	1,750.00	2,000.00	2,500.00	3,000.00	3,000.00	3,500.00	1,770.00	1,730.00	3,500.00	3,500.00
1831	St Vincent DePaul Redmond	4,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00	10,000.00	5,000.00
1874	Teen Challenge Thrift Store	2,500.00	2,500.00	3,000.00	3,000.00	3,500.00	3,500.00	3,700.00	4,000.00	3,522.00	478.00	5,000.00	5,000.00
2103	Furnish Hope								1,600.00	852.00	748.00	1,560.00	1,600.00
TOTAL		29,500.00	33,500.00	34,250.00	37,000.00	38,500.00	35,500.00	37,200.00	41,100.00	29,007.00	12,093.00	76,731.31	42,100.00

FY 19-20: Bend & Redmond Habitat for Humanity combined into one entity

FY 21-22: Opportunity Foundation closed the Bend location in FY 20-21, the FY 21-22 request is for the Redmond location

New non-profit entity request for Furnish Hope who gathers, warehouses, redistributes and delivers donated home essentials to families referred to them

FY22 Solid Waste Discretionary Fee Waivers

Special Request Waivers

	2021							2022					Total
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
1868 CENTRAL OREGON VETERANS OUTREACH	\$ 60.00	\$ 78.00	\$ 60.00	\$ 54.00	\$ 27.00	\$ 72.00	\$ 45.00		\$ 21.00	\$ 30.00	\$ 147.00	\$ 27.00	\$ 621.00
8255 LA PINE SENIOR CENTER							\$ 28.00						\$ 28.00
TOTAL	\$ 60.00	\$ 78.00	\$ 60.00	\$ 54.00	\$ 27.00	\$ 72.00	\$ 73.00	\$ -	\$ 21.00	\$ 30.00	\$ 147.00	\$ 27.00	\$ 649.00

Homeless Camp/Public Lands Cleanup Waivers

1477 OREGON STATE FISH & WILDLIFE/RIVERSIDE VEGETATION MGMT	\$ 12.00	\$ 72.00	\$ 72.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 24.00		\$ 12.00			\$ 240.00
2126 PUBLIC LAND STEWARDS/CHINA HAT CLEAN UP										\$ 1,026.00			\$ 1,026.00
8038 LET'S PULL TOGETHER/NOXIOUS WEED PULL												\$ 51.00	\$ 51.00
8059 WANDERLUST TOURS/CASCADE LAKES HWY CLEAN UP					\$ 12.00								\$ 12.00
8188 CROOKED RIVER RANCH ATV RIDERS/BLM CLEAN UP									\$ 48.00				\$ 48.00
8211 CENTRAL OREGON LAND CRUISERS/CHINA HAT CLEAN UP	\$ 450.00												\$ 450.00
8240 LAKE PARK ESTATES HOA/PUBLIC LAND CLEAN UP	\$ 726.00												\$ 726.00
8249 PETER COUGHLIN/BLM CLEAN UP			\$ 12.00										\$ 12.00
8251 CROOKED RIVER HORSE RIDERS/BLM CLEAN UP				\$ 68.00									\$ 68.00
8252 JEFF ROBERTSON/REYNOLDS POND HOMELESS CAMP CLEAN UP					\$ 44.00								\$ 44.00
8253 JEFF MASON/UPPER DESCHUTES CLEAN UP					\$ 48.00								\$ 48.00
8254 MOUNTAIN VIEW FELLOWSHIP/HOMELESS CAMP CLEAN UP						\$ 180.00							\$ 180.00
8256 DISCOVER YOUR FORESTS/CHINA HAT CLEAN UP								\$ 99.00					\$ 99.00
8257 BOY SCOUT TROUP 18/LOT CLEAN UP											\$ 63.00		\$ 63.00
8258 PATRICIA SMITH/HOMELESS CAMP CLEAN UP												\$ 128.00	\$ 128.00
TOTAL	\$ 1,188.00	\$ 72.00	\$ 84.00	\$ 80.00	\$ 116.00	\$ 192.00	\$ 12.00	\$ 123.00	\$ 48.00	\$ 1,038.00	\$ 63.00	\$ 179.00	\$ 3,195.00

Code Enforcement Property Cleanup Waivers

8242 ADAM EVANS		\$ 116.00	\$ 407.00										\$ 523.00
8243 HANNAH PICKET		\$ 504.00											\$ 504.00
8247 MARSHALL BLAYLOCK			\$ 364.00	\$ 52.00									\$ 416.00
8248 TESSY MOON				\$ 300.00									\$ 300.00
TOTAL	\$ -	\$ 620.00	\$ 771.00	\$ 352.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,743.00



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 6, 2022

SUBJECT: Consideration of the addition of two FTE Landfill Site Attendant Positions to the Department of Solid Waste and modification of the operating schedules for Southwest Transfer Station and Knott Landfill

RECOMMENDED MOTION:

No motion at this time. If the Board supports the request, a Resolution will be presented for consideration of approval on the July 13, 2022 BOCC meeting agenda.

BACKGROUND AND POLICY IMPLICATIONS:

Recently, the Board asked that the Department of Solid Waste evaluate extending public operating days at the County's Southwest Transfer Station, which currently operates on a Wednesday-Saturday, 8am-4pm schedule. An expanded schedule would enhance customer accessibility to solid waste services in southern Deschutes County. Growth in south Deschutes County has impacted operations at Southwest Transfer Station to the point where the site is approaching functional capacity for both traffic and tonnage.

The recommended schedule expansion adds Monday and Tuesday to the schedule, which would help with managing current operational challenges and provide public access for recycling and waste disposal services 6 days/week. With this change, the operating schedule for Southwest Transfer Station would be Monday-Saturday, 8am-4pm. In order to accommodate the additional operating days at Southwest Transfer Station, two additional FTE Landfill Site Attendants are needed. The additional positions will also reduce the reliance on contract labor for operations at Knott Landfill as half of the FTE hours for the two new positions would be allocated to Knott Landfill operations.

The Department also requests that the Board consider modifying the operating schedule for Knott Landfill to a 7 day/week, 7am-4:30pm year-round, schedule which would provide additional public access to the facility during the fall and winter.

If the additional positions and schedule modifications are approved, the schedule change for Southwest Transfer Station will be implemented in mid to late August, allowing time for hiring and training for the new staff. Currently, Knott Landfill is on its summer 7 day/week,

7am-5pm schedule and will remain on that schedule through October 31 when the new schedule will be implemented.

BUDGET IMPACTS:

The addition of 2 FTE Landfill Site Attendants is estimated to cost \$83,364 per FTE, for a total of \$166,728/year. If approved, increases in Fund 610 Personnel costs would be offset by other vacancy savings and reduced Materials and Services costs for contract labor services in FY23. Beginning in FY24, these positions would be funded as an ongoing portion of Solid Waste personnel costs in fund 610.

ATTENDANCE:

Tim Brownell, Director of Solid Waste



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 6, 2022

SUBJECT: Request Board approval and signature of Iris Telehealth, Document #2022-255.

RECOMMENDED MOTION:

Move approval and signature of Iris Telehealth contract renewal, Document #2022-255.

BACKGROUND AND POLICY IMPLICATIONS:

Iris Telehealth provides Tele-psychiatric treatment as a Licensed Medical Provider (LMP) for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations. Services shall be documented using Deschutes County's electronic medical record.

Tele-psychiatric services may include psychiatric evaluations, medication management services, and client consultation or client therapy. Each client contact may include evaluations, service notes, service conclusion summaries, and chart notes. Iris Telehealth maintains all requirements to perform Tele-psychiatric services which includes maintaining applicable insurance and licenses as a physician within the state of Oregon.

BUDGET IMPACTS:

\$538,000.

ATTENDANCE:

Chandra Mola, Program Supervisor.

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: June 14, 2022

Department: Health Services, Behavioral Health

Contractor/Supplier/Consultant Name: Iris Telehealth

Contractor Contact: Jeremy Unger

Type of Document: Personal Services Contract

Goods and/or Services: Iris Telehealth provides Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations.

Background & History: Iris Telehealth provides services as a Licensed Medical Provider (LMP) and document medical services using Deschutes County’s electronic medical record, in a manner consistent with professional and community standards of care. Services include:

Tele-psychiatric services which may include psychiatric evaluations, medication management services, and client consultation or client therapy. Each client contact may include evaluations, service notes, service conclusion summaries, and chart notes. Iris Telehealth maintains all requirements to perform Tele-psychiatric services which includes maintaining applicable insurance and licenses as a physician within the state of Oregon.

County shall pay Iris Telehealth, in accordance with the fee schedule provided in Exhibit B.

Agreement Starting Date: July 1, 2022 Ending Date: June 30, 2023

Annual Value or Total Payment: Maximum compensation \$538,000.

Insurance Certificate Received (check box)
Insurance Expiration Date: February 22, 2023

Check all that apply:
 RFP, Solicitation or Bid Process
 Informal quotes (<\$150K)
 Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37) 2.37.050, Paragraph M; 2.37.070, Paragraph B. 14.

Funding Source: COHC and General Funds

Pass Through General Fund Other: _____
Project Code HSMEDICAL-HS2OTHER
Project Code HSMEDICAL-HS2COHCOA - (\$18,000)

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

Departmental Contact and Title:
Phone #:

Deputy Director

Acting Director Approval:

Signature: Janice Garceau
Janice Garceau (Jun 22, 2022 11:25 PDT)

Email: janice.garceau@deschutes.org

Title: Behavioral Health Director

Company: Deschutes County Health Services

Signature: Chris Weiler
Chris Weiler (Jun 22, 2022 13:29 PDT)

Email: christopher.weiler@deschutes.org

Title: Acting HS Director

Company: DC Health Services

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

Official Review:

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

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

Legal Review _____ Date _____

Document Number 2022-255



CERTIFICATE OF LIABILITY INSURANCE

07/06/2022 Item #11.

3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

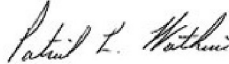
PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, Ste 100 Austin TX 78759	CONTACT NAME: Sylvia Harrington PHONE (A/C, No, Ext): 512-637-4418 E-MAIL ADDRESS: SHarrington@watkinsinsurancegroup.com	FAX (A/C, No): 512-452-0999
	INSURER(S) AFFORDING COVERAGE	
INSURED Iris Telehealth Medical Group PA dba Iris Telehealth Medical Group dba Tarik Shaheen MD, Inc. dba Thomas Milam MD, Inc. 114 W. 7th St., Ste 900 Austin TX 78701	INSURER A: Twin City Fire Insurance Company INSURER B: Hartford General (Rated by Multiple Companies) INSURER C: HSB Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
	NAIC #	
	29459	
	914	
	14438	

COVERAGES **CERTIFICATE NUMBER:** 1055486607 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			65SBMNY8131	3/19/2022	3/19/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			65SBMNY8131	3/19/2022	3/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			65SBMNY8131	3/19/2022	3/19/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65WBCAB3S9K	3/19/2022	3/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Employment Practices Liability Cyber Liability			65SBMNY8131 6610267-01	3/19/2022 6/22/2021	3/19/2023 6/22/2022	Limit 10,000 Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deschutes County, the State of Oregon their officers, employees, volunteers and agents are additional insured on the general liability policy with waiver of subrogation where required by written contract. General liability is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER Deschutes County, the State of Oregon their officers, employees, volunteers and agents 1128 NW Harriman Street Bend OR 97701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
A. COVERAGES	1
Business Liability	1
Medical Expenses	2
Coverage Extension - Supplementary Payments	2
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C. WHO IS AN INSURED	10
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	14
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	15
1. Bankruptcy	15
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
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5. Separation Of Insureds	16
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F. OPTIONAL ADDITIONAL INSURED COVERAGES	18
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G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	20

PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE

Certificate of Insurance


This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
 This certificate does not amend, extend or alter the coverage provided by the insurance policy below.

1. NAME AND ADDRESS OF NAMED INSURED			
Roberta L. Mowdy, NP Iris Telehealth Medical Group, PA 114 W 7th Street, Suite 900 Austin, TX 78701	The policy of insurance listed below has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.		
2. COMPANY	3. POLICY NUMBER	4. CERTIFICATE NUMBER	
Fair American Insurance and Reinsurance Company	GP - FCO06 - 033333906	600819	
5. POLICY PERIOD			
From:	February 22, 2022 <u>at 12:01 A.M. Standard Time</u>	To:	February 22, 2023 <u>at 12:01 A.M. Standard Time</u>
Retro Date (Group):	N/A <u>at 12:01 A.M. Standard Time</u>	Retro Date (N.I.):	N/A <u>at 12:01 A.M. Standard Time</u>
6. TYPE OF INSURANCE		7. COVERED SPECIALTY	
Professional Liability		Nurse Practitioner (with RX privileges)	
8. EFFECTIVE	LIMITS OF LIABILITY	COVERAGE	STATE/RATING AREA OTHER STATES
Professional Liability per claim/Business Liability per claim/Aggregate			
02/22/2022	\$1,000,000 / \$1,000,000 / \$3,000,000	Occurrence	OR1
9. NAME AND ADDRESS OF CERTIFICATE HOLDER			
Deschutes County Health Services 2577 NE Courtney Drive Bend, OR 97701		Should the above described policy be canceled before the expiration date thereof, the company will endeavor to mail written notice to the certification holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.	
10. NAME AND ADDRESS OF ADMINISTRATOR		11. AUTHORIZED OFFICER OF COMPANY	
Professional Risk Management Services® 1401 Wilson Boulevard, Suite 700 Arlington, VA 22209 Telephone: (800) 245-3333 clientservices@prms.com February 01, 2022 _____ Date		<div style="text-align: center;">  _____ President Fair American Insurance and Reinsurance Company </div>	

PSYCHIATRISTS PROFESSIONAL LIABILITY INSURANCE

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
This certificate does not amend, extend or alter the coverage provided by the insurance policy below.

1. NAME AND ADDRESS OF NAMED INSURED			
Jeanette Kinman MSN, APRN, FNP-C, PMHNP-BC Iris Telehealth Medical Group, PA 114 W 7th Street, Suite 900 Austin, TX 78701	The policy of insurance listed below has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.		
2. COMPANY	3. POLICY NUMBER	4. CERTIFICATE NUMBER	
Fair American Insurance and Reinsurance Company	GP - FCO06 - 033333906	600819	
5. POLICY PERIOD			
From:	<u>February 22, 2022</u> at 12:01 A.M. Standard Time	To:	<u>February 22, 2023</u> at 12:01 A.M. Standard Time
Retro Date (Group):	<u>N/A</u> at 12:01 A.M. Standard Time	Retro Date (N.I.):	<u>N/A</u> at 12:01 A.M. Standard Time
6. TYPE OF INSURANCE	7. COVERED SPECIALTY		
Professional Liability	Nurse Practitioner (with RX privileges)		
8. EFFECTIVE	LIMITS OF LIABILITY	COVERAGE	STATE/RATING AREA OTHER STATES
Professional Liability per claim/Business Liability per claim/Aggregate			
02/22/2022	\$1,000,000 / \$1,000,000 / \$3,000,000	Occurrence	OR1
9. NAME AND ADDRESS OF CERTIFICATE HOLDER			
Deschutes County Behavioral Health 2577 NE Courtney Rd. Bend, OR 97701		Should the above described policy be canceled before the expiration date thereof, the company will endeavor to mail written notice to the certification holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.	
10. NAME AND ADDRESS OF ADMINISTRATOR	11. AUTHORIZED OFFICER OF COMPANY		
Professional Risk Management Services® 1401 Wilson Boulevard, Suite 700 Arlington, VA 22209 Telephone: (800) 245-3333 clientservices@prms.com February 01, 2022 _____ Date	 _____ President Fair American Insurance and Reinsurance Company		



REVIEWED
LEGAL COUNSEL

07/06/2022 Item #11.

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2022-255**

This 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 Iris Telehealth Medical Group, PA, hereinafter referred to as "Contractor", collectively referred to as "Party" or "Parties". The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be retroactively effective **July 1, 2022**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on **June 30, 2023**, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

Contract Documents. This Contract includes Page 1-12 and Exhibits A-J.

CONTRACTOR DATA AND SIGNATURE

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits D, E and G.

Signature: 
Email: tom.milam@iristelehealth.com
Title: CMO & President
Company: Iris Telehealth. Inc

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator.

DATED this ____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary

STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County.

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Contractor's Services.** Contractor shall provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations.

Exhibit A – OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Exhibit B – STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

Exhibit C – INSURANCE

Exhibit D– CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

Exhibit E – WORKER'S COMPENSATION EXEMPTION CERTIFICATION

Exhibit F – EXPENSE REIMBURSEMENT

Exhibit G – CONFIDENTIALITY AGREEMENT

Exhibit H – FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded in part by and through County's understanding with the Central Oregon Health Council and General Funds. The Tele-psychiatric Services ("Services") is further described in Exhibit A, attached hereto and incorporated by this reference.

3. **Consideration.** It is understood and agreed that in the event funds are not awarded to County from Central Oregon Health Council or other funding sources as applicable, or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.
 - A. Payment for services charged to this Contract shall not exceed the maximum sum of **\$538,000** inclusive of travel and all other expenses. Services, charged directly to the Oregon Health Plan (OHP) or other insurance providers is not calculated as part of the contract maximum compensation.
 - B. Contractor shall invoice County in accordance with Exhibit B. County will only pay for completed work that is accepted by County. Invoice and supporting documentation must be sent to County Accounts Payable by mail, fax or e-mail as indicated in Paragraph 14, "Notices".
 - C. Prior to approval or payment of any invoices, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption. Invoices may require such supporting documentation as signed time cards, travel receipts, or other reports.
 - D. Contractor shall not invoice and County will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
 - E. Should County 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 state or federal authorities demand the repayment of 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. In the event that the County determines that Contractor is responsible for the repayment of any funds paid to 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 (and upon request by County, authorize County withhold of funds otherwise due to Contractor) within ten (10) days of notification by County. If federal or state authorities demand the repayment of funds received under this Contract, County may recover all funds paid under this Contract, unless a smaller amount is disallowed or demanded from federal or state authorities.

F. In the event that an insurance, statutorily required operating license, insurance, or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder related to services rendered without the necessary license, insurance, or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the license or letter of approval, whichever date is earlier.

4. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement to Contractor for travel expenses, in addition to Exhibit F, Exhibit B shall state whether Contractor is or is not entitled to reimbursement for such approved expenses.

- A. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this Contract.
- B. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- C. The cost of any subcontracted work approved in this Contract shall not be marked up.
- D. Contractor shall not invoice County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this Contract.
- E. The limitations applicable to reimbursable expenses are set forth in Exhibit "F," attached hereto and by reference incorporated herein.

5. Withholding of Payments. Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.

6. Work Standard.

- A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- B. For goods and services to be provided under this Contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

7. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.
- 8. Meaningful Use.** "Meaningful Use" is the set of standards defined by the Centers for Medicare & Medicaid Services (CMS) Incentive Programs that governs the use of electronic health records and allows eligible providers and hospitals to earn incentive payments by meeting specific criteria.
- A. Contractor understands that County has implemented a health information technology system to comply with the Electronic Health Record (EHR) Incentive program, created by the American Recovery and Reinvestment Act, Pub. L. 111-5 (Meaningful Use). Contractor agrees to assist County in meeting the obligations and objectives set forth in 42 CFR Part 495 and to take such steps as necessary to allow County to realize the benefits of the EHR Incentive Program, including but not limited to participating in the Medicaid EHR Incentive Program as an Eligible Professional, using Certified EHR technology, and providing attestations of adoption, implementation, upgrading and meaningful use of such technology as requested or required by County or other federal or state authority.
- 9. Reserved.**
- 10. 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: https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions.
- 11. 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.
- 12. Reporting.**
- A. Contractor agrees to prepare and furnish such reports and data as may be required by County, Oregon Health Authority (OHA) or PacificSource Community Health Solutions, Inc., to which they are applicable to the services being provided under this Contract. Reports may include but not be limited, to financial reports documenting all expenditures of funds under this Contract in accordance with generally accepted accounting procedures, client records which contain client's identification, problem assessment, service plan (including any training and/or care plan), appropriate medical information, and service notes, including a service termination summary and current assessment or evaluation instrument as designated in the Oregon Administrative Rules. Oregon Health Authority's Measures and Outcomes Tracking System (MOTS), Community Mental Health Provider Report, and Termination Service Recording Form, if applicable, may be completed in accordance with OHA requirements and submitted to County. Contractor agrees to, and does hereby grant County, PacificSource Community Health Solutions Inc., and OHA the right to reproduce, use and disclose for County, PacificSource Community Health Solutions or OHA purposes, all or any part of the reports, data, and technical information furnished to County under this Contract. Contractor shall make available to County and any individual for whom Contractor furnishes services pursuant to this Contract, any and all written materials in alternate formats. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.
- B. **Access to Records and Facilities.** 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.

- C. Contractor shall permit County to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- D. **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.
- E. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.

13. Confidentiality. In addition to the obligations imposed upon Contractor by **Exhibit G**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County 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 County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- C. Contractor 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. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- G. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- H. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Contract.
- I. 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 clients which are funded in whole or in part under this Contract. Contractor shall maintain the confidentiality of records of clients 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, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client'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.

14. 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 by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Jeremy Unger	Janice Garceau, Deputy Director
Iris Telehealth Medical Group, PA	Deschutes County Health Services
114 W. 7 th St.	2577 NE Courtney Dr.
Austin, TX 78701	Bend, Oregon 97701
Fax No.	Fax No. 541-322-7565
jeremy.unger@iristelehealth.com	Janice.garceau@deschutes.org

<u>To County – for Notices & Terminations:</u>	<u>To County – Accounts Payable:</u>
Grace Justice Evans, Contract Specialist	Accounts Payable
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
grace.evans@deschutes.org	HSAccountsPayable@deschutes.org

15. Termination. All or part of this Contract may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon ninety (90) days' notice in writing to the other Party. The County may also terminate all or part of this Contract as specified below:

- A. This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County 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 notice whenever possible.
- B. With thirty (30) 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 the Contractor fails to start services on the date specified in this Contract (or subsequent modifications to this Contract).
- F. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- G. Failure of the Contractor 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.

- H. In the case a failure to perform jeopardizes the safety and security of an individual 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.
- I. 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 the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.
- J. Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
- K. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- L. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

16. Payment on Early Termination. Upon termination pursuant to Paragraph 15, payment shall be made as follows:

- A. If Contract terminated because funding 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 shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated due to Contractor's failure to perform services in accordance with the Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If Contract is terminated by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 18 of this Contract.

17. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

18. Remedies. In the event of breach of this Contract the Parties shall have the following remedies:

- A. Termination under this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

- 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
- 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- 19. Suspension.** Following reasonable notice to Contractor and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:
- A. Failure of Contractor to become operational within sixty (60) days of the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services. An extension to ninety (90) days may be allowed only under unusual circumstances.
 - B. Failure of Contractor to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
 - C. Failure of the Contractor to make satisfactory progress toward the approved goals and objectives.
 - D. Failure of the Contractor to adhere to the requirements for the provision of services.
 - E. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.
- 20. Independent Contractor.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out 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.
- 21. Contractor Not an Agent of County, Department or State of Oregon.** It is agreed by and between the Parties that Contractor is not carrying out a function on behalf of the County, State of Oregon, or the United States and County. The State of Oregon and the United States 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 the Contractor.

- 22. Contractor and Subcontractors.** 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 provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2) or claiming exemption by conditions outlined in Exhibit E. 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.
- 23. Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.
- 24. 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.
- 25. 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 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 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.

26. Insurance. Contractor shall provide insurance in accordance with Exhibit C 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 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 the 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 the County is aware that Contractor is not in compliance with the insurance requirements.

27. Settlement of Disputes. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

28. Financial Audit. If requested, Contractor shall, at its sole expense, 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."

29. 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 Count without the approval of the County's legal counsel.
- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, 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.

- 30. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.
- 31. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
- 32. Federal Law compliance.** Contractor shall comply with the provisions of those laws referred to in Exhibit H, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.
- 33. Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 15 of this Contract.
- 34. 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.
- 35. Entire Contract.** This Contract constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.
- 36. Renewal.** This Contract may be renewed, subject to the following conditions: (1) renewal will be based on the County approval by the Department, and (2) renewal is subject to the availability of funding.
- 37. Waiver.**
- A. County'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 or 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.
- 38. 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. CONTRACTOR, 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.
- 39. 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.
- 40. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties.
- 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 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.

41. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

42. Representations and Warranties.

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor 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 Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor 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) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of 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.

43. 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. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. 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.

44. 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.

45. Survival. The provisions of the following paragraphs shall survive termination or expiration of this Contract: 7 (Ownership of Work); 11 (Successors in Interest); 12 B (Access to Records); 13 (Confidentiality); 14 (Notice); 17 (Contractor's Tender upon Termination); 18 (Remedies); 24 (No Third Party Beneficiaries); 29 (Indemnity & Hold Harmless); 37 (Waiver); 38 (Governing Law); 41 (Identity Theft Protection); 42 (Representations & Warranties).

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-255
OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Services Outline:

The term “Contractor” shall be in reference to Iris Telehealth Medical Group, PA and/or the Licensed Medical Provider appointed by and contracted with Iris Telehealth Medical Group, PA for the provision of services.

Contractor shall provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations. Contractor shall provide required documentation of services in County’s Electronic Medical Record (EMR) system.

Contractor shall provide Medical Services as a Licensed Medical Practitioner (LMP) in accordance with OAR’s 309-019-0105 (62) and (68); 309-019-0140. Services shall be performed in accordance with a schedule agreed upon by both Contractor and County. Contractor shall provide Medical Services in a manner that is in accordance with Definitions, laws, and regulations. Deschutes County Health Services’ Policy entitled “Mental health and Substance Use Disorder Services and Supports Policy”, and in accordance with the Oregon Administrative Rules (OAR) “Outpatient Behavioral Health Services”, OAR 309-019-0100 through OAR 309-019-0220, which is incorporated into this Contract herein by reference or required by law to be so incorporated. Deschutes County policies may be found on the Deschutes County Intranet in the Health Services’ Department’s “Policies and Procedures”.

Definitions:

1. **Addiction Treatment, Recovery & Prevention Services**
Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, mood disorder, etc., as defined in DSM criteria.
2. **Behavioral Health**
Mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
3. **Client or individual**
With respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Contract.
4. **Coordinated Care Organization (CCO)**
A corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members. PacificSource Community Health Solutions, Inc. has been designated by the Oregon Health Authority as the CCO for the Central Oregon region.
5. **Culturally Competent**
The capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other characteristics of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural paraprofessionals as intermediaries with professional staff.
6. **Fraud and Abuse**
Fraud (410-120-0000) is defined as intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or state law.

Abuse (410-120-0000) means provider practices that are inconsistent with sound, fiscal, business or medical practices and result in unnecessary costs to County and/or Medicaid/Medicare, or services that aren’t medically necessary or medically appropriate.

7. Health Services Division or HSD
For the purpose of this Contract, the division of Oregon Health Authority (OHA) that is responsible for Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.
8. Individual service record or service record or clinical record
The documentation, written or electronic, regarding an individual and resulting from entry, clinical assessment, orientation, service and support planning, services and supports provided, and service conclusion.
9. Medically appropriate means services and medical supplies required for prevention, diagnosis or treatment of a physical or mental health condition or injuries and which are:
- A. Consistent with the symptoms of a health condition or treatment of a health condition;
 - B. Appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community and professional standards of care as effective;
 - C. Not solely for the convenience of an individual or a provider of the service or medical supplies; and;
 - D. The most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to an individual.
10. Measures and outcomes Tracking System or "MOTS"
The Oregon Health Authority, data system that stores data submitted by contractors and subcontractors.
11. Oregon Health Authority or "OHA"
The agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery & Prevention Services, children and adult Community Mental Health services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
12. Problem Gambling means prevention, treatment, maintenance and recovery Services for Individuals diagnosed with Gambling Disorder including or inclusive of any family and/or significant other impacted by the problem gambler for access to treatment. For the purposes of this Contract, Problem Gambling Services and Gambling Disorder will be used interchangeably.
13. Serious and Persistent Mental Illness (SPMI)
Means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age eighteen (18) or older:
- a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder
14. Service(s)
Any one of the services or group or services as described in Exhibit B, in which costs are covered in whole or in part of this Contract.
15. Trauma Informed Services
Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Add Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-255
STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

1. **Contractor shall perform the following work.** The term "Contractor" shall be in reference to Iris Telehealth Medical Group, PA and/or the Licensed Medical Provider appointed by and contracted with Iris Telehealth Medical Group, PA for the provision of services. Contractor shall provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations. Contractor shall provide required documentation of services in County's Electronic Medical Record (EMR) system. Contractor shall provide services as a Licensed Medical Provider (LMP) and document Medical Services using County's EMR, in a manner consistent with professional and community standards of care.
 - A. Contractor shall provide: Tele-psychiatric services for County clients which may include psychiatric evaluations, medication management services, orders for laboratory and other medical procedures, and client consultation or client therapy.
 - B. Contractor shall use County's EMR and accurately document each client contact including assessments, chart notes, medication/laboratory records, service conclusion summaries and service notes (unless completed by behavioral health staff at time of service).
 - C. Contractor shall provide Medical Supervision. Medical Supervision means a LMP's review and approval, at least annually, of the clinical assessment and the medical appropriateness of services and supports identified in the service plan for each client receiving services for one (1) or more continuous years.
 - D. Contractor will comply with all privacy and security regulations under the Health Information Portability and Accountability Act (HIPAA).
 - E. Contractor shall provide full assistance to County in order to credential the contracted Licensed Medical Provider so that County may bill and recover revenue from all legal resources for the services provided. Contractor shall provide County with copies of licenses, certificates of insurance and evidence of Continuing Medical Education (CME) credits, as applicable, prior to the provision of services.
 - F. Contractor will give a minimum thirty (30) day advance notice to County of planned and/or anticipated absences. Contractor shall alert County as soon as possible in the event of unanticipated absence.
 - G. Contractor shall maintain all requirements to perform Tele-psychiatric services which includes maintaining applicable insurance and licenses as a physician within the state of Oregon.
 - H. Contractor shall maintain all requirements to perform services as a LMP according to OAR 309-019-0105(62) which includes maintaining license as a physician within the state of Oregon.
 - I. Contractor shall screen and assess clients for tobacco use, and offer tobacco cessation resources to individuals choosing to quit.

2. **County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:
 - A. County shall provide EHR, training and technical support where Contract will record data as described in Paragraph 1 of this Exhibit for each specific client that Contractor provides services for.

3. **Consideration.** County shall provide payments to Contractor once Contractor's invoice is approved.

A.
Fee/Hourly Rate Schedule

County agrees to pay the Contractor the following fees for services rendered under this Agreement:

Services Type	Hourly Rate*
Telepsychiatry Services provided by an Adult Psychiatrist	\$200 – \$230 per hour
Telepsychiatry Services provided by a Child Psychiatrist	\$210 – \$245 per hour
Telepsychiatry Services provided by a Nurse Practitioner	\$135 – \$165 per hour
Teletherapy Services provided by a Licensed Therapist Specializing in Child and Family Therapy	\$76 - \$84 per hour
Teletherapy Services provided by a Licensed Therapist Specializing in Adult Therapy	\$68 - \$75 per hour

*For a multi-lingual clinician and/or for “specialty providers”, an additional charge of \$9.00 per hour will be added to the rate. For supervision, an additional charge of \$10-\$20 per hour will be added to the rate.

Notwithstanding the foregoing, Iris Telehealth may make market-based updates/adjustments to the rate schedule set forth above from time to time by providing County with ninety (90) days' prior written notice thereof. Any compensation in addition to compensation set forth herein would be made in writing and by mutual agreement between County and the Contractor by signed amendment to this Contract. Upon the final selection of the applicable clinician(s), Contractor will provide County written notice of the applicable hourly rate(s) pursuant to a Service Summary.

The parties acknowledge and agree that on each January 1 during the term of this Agreement, the hourly rates agreed upon for each service line shall be adjusted by increasing the applicable hourly rates charged during the calendar year immediately preceding the upcoming calendar year by 3.2%, to allow for cost of living adjustments and merit increases for the provider; provided that the applicable hourly rates shall be adjusted on the initial January 1 of the term of this Agreement only if Contractor has provided clinical services to County's patients for at least a one hundred eighty (180) day period.

- B. Contractor shall provide services as requested by County not to exceed eighty (80) hours per week. Any time required by County for “onboarding,” including, but not limited to, orientation and training in County's EMR, shall be billed at the same rate as services billed for that clinician. Contractor shall confirm with County's Program Manager, by e-mail, the orientation time and hours of EHR training prior to invoicing County.
- C. Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County may immediately withhold payments under this Contract or reject part or all of Contractor's invoice for payment.
- D. Upon County Department Director or Behavioral Health Deputy Director's written approval, provided in a separate email or a Memo with an original signature, Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit F. If reimbursement for expenses is approved, supporting documentation such as detailed, itemized receipts must be included with Contractor's reimbursement request. Reimbursement requests are subject to County's approval.

4. The maximum compensation.

- A. The maximum compensation under this Contract is **\$538,000**.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
 - 1) County may be required to amend 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.
 - 2) 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 the Contractor's entire invoice for payment.
 - 3) In the event that a statutorily required license or insurance 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.

5. Schedule of Performance or Delivery.

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B.
- B. County will only pay for completed work that conforms to the terms of the Contract.

6. Renewal. This Contract may be renewed subject to availability of funding and County approval.

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-255
INSURANCE

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 provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2) or claiming exemption by conditions outlined in Exhibit E.

Professional Liability insurance with an occurrence combined single limit of not less than:
Per Occurrence limit Annual Aggregate limit

<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$2,500,000	<input type="checkbox"/> \$7,500,000

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.

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 checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

The insurance coverage 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.

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 Commercial General Liability Insurance (with separate limits for Commercial General Liability" and "Automobile Liability").

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 for all required insurance before Contractor performs under the Contract. 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 County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County 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.

Signature: *Sarah Key*

Email: sarah.key@deschutes.org


Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

EXHIBIT D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-255
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.


B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

- 1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
- 2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
- 3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

- ___ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- ___ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- ___ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- ___ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- ___ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor 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 Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

A handwritten signature in black ink, appearing to read "M. Nelson MD".

EXHIBIT E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-255
WORKERS' COMPENSATION EXEMPTION CERTIFICATION


(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

- NOT APPLICABLE**
 - Contractor is providing Workers' Compensation certificate.
- SOLE PROPRIETOR**
 - Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor shall not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
 - Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
 - Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all work is performed by volunteers, and
 - Contractor shall not hire employees to perform this contract.
- PARTNERSHIP**
 - Contractor is a partnership, and
 - Contractor has no employees, and
 - All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.
- LIMITED LIABILITY COMPANY**
 - Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Signature: 

Email: tom.milam@iristelehealth.com

Title: CMO & President

Company: Iris Telehealth. Inc

EXHIBIT F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-255
EXPENSE REIMBURSEMENT

It is the policy of the County that travel shall be allowed only when the travel is essential to Contractor's performance and delivery of services outlined in Exhibit B of this Contract. If Contractor is approved to be reimbursed for expenses outlined below, it will be stipulated in Exhibit B of this Contract in the paragraph entitled "Consideration".

Contractor shall be entitled to reimbursement for expenses as set forth in this Exhibit F:

- YES
- NO
- Contingent upon Department Director or Deputy Director's approval as outlined in Exhibit B, Paragraph 4 C.**

A. General Information: All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.

- County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
- County may approve a form other than the County's Expense Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
- Personal expenses shall not be authorized at any time.
- Unless otherwise stipulated, all expenses are included in the total maximum contract amount.
- Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit B of this Contract.
- The current approved rates for reimbursement of travel expenses are set forth by the United States General Services Administration ("GSA") and are subject to change accordingly.
- County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- Charge slips for gross amounts are not acceptable.

B. Expense Reporting: Contractors must submit expense reports timely and accurately for all expense reimbursements. Such reports must be submitted within sixty (60) days from the date incurred. Untimely expenses may not be reimbursed.

C. Documentation Requirements; Contractors are required to accurately and completely:

- Include necessary backup data and supporting receipts (see "Receipts" section below).
- Complete either County's Expense Reimbursement Form (Contact Deschutes County Health Services Contract Specialist for the most current version of the County form) or another form agreeable to both Contractor and County, for all expenses incurred, regardless of method of payment.

D. Receipts: The following are required:

- Contractor must submit **itemized** receipts.
- Lodging receipts must be a detailed hotel bill.
- An air travel receipt should be the passenger copy of the ticket and/or itinerary.
- Rental vehicle receipt must be the traveler's copy.
- Original amounts and dates must not be altered. If the original information is incorrect, the discrepancy must be explained.
- Contractors that have been approved for reimbursement for cell phone expenses must submit the detail summary page for reimbursement.

E. Exceptions: Exceptions from, or deviations to this Exhibit require County's Department Director's prior written approval.

F. Per Diem. Per Diem covers meals, lodging, and incidentals. Mileage allowances cover fuel, and auto operating expenses of a personal vehicle. Per diem payments may never exceed the IRS/U.S. Government approved per diem rates.

- G. Air Travel Policy: Contractors are required to:
- Accept the lowest logical airfare consistent with business needs. However, Contractor may elect to fly non-stop (over a lower-priced, connecting flight) provided the additional cost is less than \$100 per direction, or if the connection would add more than two (2) hours of travel time each way.
 - Use economy/coach class for all domestic flights. However, upgrades are acceptable as long as there is no additional cost to the County.
 - Flight insurance premiums are not reimbursable.
- H. Vehicle Rental Policy: When it is necessary to rent a vehicle, the cost of the rental plus tolls, fuel, and parking is reimbursable. The cost of full-size (or smaller) cars will be reimbursed. Upgrade costs for GPS are not reimbursable. If a personal vehicle is used, reimbursement shall be at the GSA's stated mileage rate. Contractors must provide a copy of Automobile Liability Insurance to be reimbursed for mileage.
- Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- I. Lodging Policy: The daily cost of lodging is a reimbursable expense when away from the normal work place on County business. Such cost includes only the single occupancy room rate and applicable taxes. Charges for hotel amenities are not a reimbursable expense.
- County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- J. Meals: Contractor may be reimbursed for the reasonable and actual cost of meals (including tips) subject to the GSA maximum per diem meal allowance.
- Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this Contract.
 - For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies (most current reimbursement rates may be found online at https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=OR&fiscal_year=2022&zip=&city=Bend):
 - a) Breakfast, \$14;
 - b) Lunch, \$16;
 - c) Dinner, \$29.
 - Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
 - Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this Contract and shall not exceed those set by the GSA and are subject to change accordingly.

Exhibit G
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-255
CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of **July 1, 2022** by and between Iris Telehealth Medical Group, PA, ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("Covered Entity").

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 on Covered Entities 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 (E PHI), including extending certain HIPAA and HITECH Act requirements directly to business associates; 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 Covered Entities as well as contractors;

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 "*E PHI*" 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. *Secretary* means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- F. *Services* means the LMP Services provided by Contractor and identified in the Personal Services Contract to which this Exhibit G is attached.

G. 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.** Contractor shall:

- A. not use PHI except as necessary to provide the Services.
- B. not disclose PHI to any third party without County's prior written consent.
- C. not use or disclose PHI except as required 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 County 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 for the purposes of determining County's compliance with HIPAA.
- I. return to County, or destroy, any PHI of County still in Contractor's possession upon conclusion or termination of the Services.
- J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to security and privacy of such information.
- K. make PHI available to County as necessary to satisfy County'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 County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County'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 Contractor (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect Contractor's books and records relating to the use and disclosure of PHI, Contractor, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.
- O. If any part of Contractor'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 County any security incident relating to the EPHI that Contractor maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Contractor 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. Contractor will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after Contractor discovers such HIPAA Breach, unless Contractor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Contractor 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 Contractor. No later than seven (7) business days following a HIPAA Breach, Contractor shall provide County with sufficient information to permit County 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) Contractor, Contractor will provide County 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 Contractor has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that Contractor may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Contractor will have a continuing duty to inform County of new information learned by Contractor 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, Contractor 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, Contractor 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. Contractor shall indemnify, defend and hold County 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. Contractor will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Contractor shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

5. OTHER PROVISIONS

- A. A breach under this Agreement shall be deemed to be a material default in Contractor’s agreement with Deschutes County to provide Services.
- B. Contractor authorizes termination of this Agreement by County if County determines Contractor has violated a material term of this Agreement.
- C. Upon conclusion or termination of the Services, Contractor shall promptly return or destroy all PHI that Contractor maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Agreement shall continue in effect for so long as Contractor 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.
- D. To the extent there are any inconsistencies between this Agreement and the terms of any other agreement, either written or oral, between County and Contractor, the terms of this Agreement shall prevail.
- E. Contact Information in the event of HIPAA Data Breach or Termination.

- 1) Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate 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.
- 2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- 3) Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- 4). Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

<u>To Covered Entity:</u>	<u>Copy to Privacy Officer</u>	<u>To Contractor:</u>
Janice Garceau, Deputy Director	Kayla Sells, Privacy Officer	Iris Telehealth Medical Group, PA
Deschutes County Health Services	Deschutes County Health Services	114 W. 7 th St.
2577 NE Courtney Dr.	2577 NE Courtney Dr.	Austin, TX 78701
Bend, Oregon 97701	Bend, Oregon 97701	Attn: Jeremy Unger
Fax No. 541-322-7565	Fax No. 541-322-7565	
janice.garceau@deschutes.org	kayla.sells@deschutes.org	jeremy.unger@iristelehealth.com

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

Signature: Janice Garceau
Janice Garceau (Jun 22, 2022 11:25 PDT)
Email: janice.garceau@deschutes.org
Title: Behavioral Health Director
Company: Deschutes County Health Services

Signature: 
Email: tom.milam@iristelehealth.com
Title: CMO & President
Company: Iris Telehealth. Inc

Exhibit H
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-255
Compliance with provisions, requirements of funding source and
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

Contractor shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the agreement for services determined and agreed to by and between Contractor and County. For the purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. 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) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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

7. Audits. Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

8. Debarment and Suspension. County shall not permit any person or entity to be a contractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace. Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor’s workplace or while

providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vii) above; (ix) Neither County, Contractor nor any of County's or Contractor's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor, County or Contractor's employees, officers, agents performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this section may result in termination of this Contract.

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

14. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

- a. Order for Admissions:
 - (1) Pregnant women who inject drugs;
 - (2) Pregnant substance abusers;
 - (3) Other Individuals who inject drugs; and,
 - (4) All others.
- b. Women's or Parent's Services. If Contractor provides A&D 61 and A&D 62 Services, Contractor must:
 - (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care.
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.
- c. Pregnant Women. If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services within 48 hours;
 - (2) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, Contractor must refer the women to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and,
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7calendar days.
 - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to Contractor is made; or
 - (b) 120 calendar days after the date of such request if no provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request.
 - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus(HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, Contractor must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from County; and
 - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For the purposes of (2) above, "tuberculosis services" means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 - (c) Appropriate treatment services.

- f. OHA Referrals. If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84 Problem Gambling, Client finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. Barriers to Treatment. Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Services due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
 - (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication.
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. Misrepresentation. Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made of OHA.
- i. Oregon Residency. Addiction Treatment, Recovery & Prevention, and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. Tobacco Use. If Contractor has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered on the grounds of such facilities.
- k. Client Authorization. Contractor must comply with 42 CFR Part 2 when delivering Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding requirements. TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR 263. Only non-medical Services may be provided with TANF Block Grant funds.

17. Community Mental Health Block Grant. All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the

Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 et. seq., and Contractor shall comply with those restrictions.

- 18. Substance Abuse Prevention and Treatment.** To the extent Contractor provides any Service whose costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. County may not use funds received under applicable agreement with Oregon Health Authority for inherently religious activities, as described in 45 CFR Part 87.
- 19. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 20. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 6, 2022

SUBJECT: Consideration of Board approval and Chair signature of document #2022-571, an Oregon Health Authority agreement #173133-5

RECOMMENDED MOTION: Move approval of Chair signature of document #2022-571, an Oregon Health Authority agreement #173133-5.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Early Assessment Support Alliance (EASA), offers early intervention to young adult's ages 12-27 experiencing their first episode of psychosis in Deschutes, Crook and Jefferson Counties. Spanning over 7,834 square miles, the EASA team conducts education, outreach, community visits and offers in-clinic visits.

In January 2022, Oregon Health Authority (OHA) announced \$3 million of American Rescue plan and 2020 COVID Relief Bill stimulus funding available for Early Assessment Support Alliance (EASA) programs. In March, Deschutes County Health Services (DCHS) applied for the maximum funding available, \$150,000. The department was awarded \$250,000, which will be split into two or three awards.

Funding from the EASA stimulus funds will be used to increase emergency shelter placements for young person experiencing their first episode of psychosis, promoting stabilization, reducing hospitalization and risk for acute care support. Additionally, stimulus funding will aid in addressing health care disparities by allowing flexible funding to purchase food, clothing, cell phones and technology to support treatment and providing alternative transportation options. Finally funding will be used to address the National Opioid crisis, through Harm Reduction Training for clinicians as well as procurement of Fentanyl Strips to assess for synthetic opioids prior to use; potentially saving lives through prevention.

This document, amendment #173133-5, provides \$85,000 of funding and covers the period May 1, 2022 to December 31, 2022. An additional \$165,000 will be funded during the 2023-2025 State biennium.

Attached is the proposed 3-year budget. Funds will primarily be used for contracted services and allows for 10% indirect to be charged. If approval to accept funding is granted, a budget resolution for fiscal year (FY) 2023 will be forthcoming.

BUDGET IMPACTS: \$250,000 revenue; \$85,000 for FY 2023, \$83,325 for FY 2024 and \$81,675 for FY 2025.

ATTENDANCE:

Janice Garceau, Deputy Director, Behavioral Health Division
Shannon Brister, Program Manager

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date:

Department:

Contractor/Supplier/Consultant Name:

Contractor Contact: **Contractor Phone #:**

Type of Document: Amendment #5 to Oregon Health Authority Intergovernmental (OHA) Agreement #173133

Goods and/or Services: The Intergovernmental Agreement #173133 outlines the services and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services for January 1, 2022 to December 31, 2022.

This amendment #5 awards \$85,000 funding for Early Assessment and Support Alliance (EASA) through OHA's EASA Stimulus Grant funding, for the period May 1, 2022 through December 31, 2022.

Background & History: The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power. OHA is at the forefront of lowering and containing costs, improving quality and increasing access to health care in order to improve the lifelong health of Oregonians.

The Oregon Early Assessment and Support Alliance (EASA) is the first statewide effort in the United States to provide systematic early psychosis intervention for adolescents and young adults. EASA is based on the work of the Early Assessment and Support Team, formed by Mid-Valley Behavioral Care Network in 2001. EASA follows a common set of practices based on international and national research and an iterative process of feedback and program development. EASA serves teenagers and young adults with early symptoms consistent with schizophrenia and related conditions.

Funding through EASA stimulus funds will be used to increase emergency shelter placements for young person experiencing their first episode of psychosis, promoting stabilization, reducing hospitalization and risk for acute care support. Stimulus funding will also aid in addressing health care disparities by allowing flexible funding to purchase food, clothing, cell phones, technology to support treatment, housing assistance and providing alternative transportation options. Finally funding will be used to address the National Opioid crisis, through procurement of Fentanyl Strips to assess for synthetic opioids prior to use; potentially saving lives through prevention.

Agreement Starting Date:

Ending Date:

Total Payment:

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

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

Funding Source: Included in current budget? Yes No

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

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

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

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

Departmental Contact and Title:

Deputy Director Approval:

Department Director Approval:

Signature: Janice Garceau
Janice Garceau (Jun 24, 2022 15:19 PDT)

Signature: Erik Kropp
Erik Kropp (Jun 29, 2022 10:16 PDT)

Email: janice.garceau@deschutes.org

Email: erik.kropp@deschutes.org

Title: Behavioral Health Director

Title: Interim Health Services Director

Company: Deschutes County Health Services

Company: Deschutes County

Distribution of Document: Grace Justice Evans, Health Services.

Official Review:

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

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

Document Number: 2022-571

Analysis performed on a fiscal year

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

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
RESOURCES						
State Grant OHA	\$ 85,000	\$ 83,325	\$ 81,675			\$ 250,000
	\$ 85,000	\$ 83,325	\$ 81,675	\$ -	\$ -	\$ 250,000
REQUIREMENTS						
Wages & Benefits	\$ -	\$ -	\$ -			\$ -
Travel						\$ -
Supplies	\$ 5,325	\$ 3,817	\$ 2,333.00			\$ 11,475
Capital Outlay						\$ -
Contracted Services	\$ 71,175	\$ 71,175	\$ 71,175			\$ 213,525
Total Indirect -	\$ 8,500	\$ 8,333	\$ 8,167	\$ -	\$ -	\$ 25,000
Total Costs	\$ 85,000	\$ 83,325	\$ 81,675	\$ -	\$ -	\$ 250,000
	\$ -	\$ -	\$ -			





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

**FIFTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES #173133**

This Fifth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County** (“County”).

RECITALS

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

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

AGREEMENT

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

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

6. Signatures.

Deschutes County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 18, 2021; e-mail in contract file.

ATTACHMENT 1
EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MODE: M0644

CONTRACT#: 173133

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	CODE	PROJ	CMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	PART ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
CALENDAR YEAR: 2022															
26	331		CMHS EARLY ASSESSMENT AND EASA		5/1/2022 - 12/31/2022	0 /NA	\$0.00	\$85,000.00	\$0.00	A	26A	1	Y		
26	341		CMHS EARLY ASSESSMENT AND EASA		5/1/2022 - 12/31/2022	0 /NA	\$0.00	\$50,000.00	\$0.00	A	26A	1	N		
TOTAL FOR SE# 26								<u>\$85,000.00</u>	<u>\$0.00</u>						
TOTAL FOR 2022								<u>\$85,000.00</u>	<u>\$0.00</u>						
TOTAL FOR M0644 173133								<u>\$85,000.00</u>	<u>\$0.00</u>						

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 06/03/2022

Contract#: 173133
REF#: 006

REASON FOR FAAA (for information only):

Early Assessment and Support Alliance (EASA) - (MHS 26A) funds are awarded.

Certificate Of Completion

Envelope Id: 43BD2B0799C842AFB72AF5C1875D360E

Status: Sent

Subject: 173133-5 Deschutes County

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Larry Briggs

AutoNav: Enabled

LARRY.O.BRIGGS@dhsoba.state.or.us

Envelopeld Stamping: Enabled

IP Address: 209.112.106.2

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

Record Tracking

Status: Original

Holder: Larry Briggs

Location: DocuSign

6/15/2022 5:45:20 PM

LARRY.O.BRIGGS@dhsoba.state.or.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

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

Signer Events**Signature****Timestamp**Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mick Mitchell

mick.j.mitchell@dhsoba.state.or.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Margie Stanton

MARGIE.C.STANTON@dhsoba.state.or.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/26/2020 8:11:14 AM

ID: 20e5e982-b92b-49ae-b319-83ecdb2ac0b5

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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

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

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
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amhcontract.administrator@dhsosha.state.or.us
amhcontract.administrator@dhsosha.state.or.us
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Candice Powley
candy.c.powley@dhsosha.state.or.us
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/15/2022 5:47:40 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Oregon Health Authority - CLM:

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

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

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

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

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mick.j.mitchell@dhsosha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Grace Evans

From: Erik Kropp
Sent: Monday, June 13, 2022 3:23 PM
Cc: Erik Kropp
Subject: Acting Health Director June 14 - 28

Health Services staff (bcc: _HS All):

I'm going to be out of the office June 14 – 28th. Janice Garceau and Chris Weiler will be Acting Health Director for the following dates:

- June 14 – 21 Janice Garceau
- June 22 – 28 Chris Weiler

During the assigned time period, Janice/Chris are authorized to sign/approve anything on behalf of the Health Director.

Thanks
Erik

Erik Kropp | Deputy County Administrator / Interim Health Services Director

DESCHUTES COUNTY ADMINISTRATION

1300 NW Wall Street | Bend, Oregon 97703

Tel: (541) 388-6584 |



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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 6, 2022

SUBJECT: Department Performance Measure Updates for Q3

BACKGROUND AND POLICY IMPLICATIONS:

At the July 6 Board meeting, the departments will provide updates on progress made during Q3 on selected performance measures that fall under the County goal of Economic Vitality: Promote policies and actions that sustain and stimulate economic vitality. Additional information is available in the attached staff report.

A full list of performance measures and outcomes are available at performance.deschutes.org. This new dashboard provides more information about the ways departments and County staff are working to help achieve the Board's goals.

BUDGET IMPACTS:

None

ATTENDANCE:

Laura Skundrick, Administrative Analyst



Date: July 6, 2022
To: Board of County Commissioners
From: Laura Skundrick, Administrative Analyst
Re: Department Performance Measure Updates for Q3

A full list of performance measures and outcomes are available at performance.deschutes.org. This new dashboard provides more information about the ways departments and County staff are working to help achieve the Board's goals.

Departments have completed their third quarter performance measure updates.

At the July 6 Board meeting, departments will provide updates on progress made during Q3 on selected performance measures that fall under the County goal of **Economic Vitality: Promote policies and actions that sustain and stimulate economic vitality.**

Objective: Support affordable and transitional housing options for vulnerable populations through availability of lands, project planning, and appropriate regulation.

Department: Property Management

Performance Measure: Seek opportunities to partner with other jurisdictions and nonprofits to strategize options for affordable housing.

Q3 Update: RFP process to determine a developer to purchase the Simpson property for development of affordable housing was completed March 2022. Received 5 proposals in response to the RFP. Housing Works and KOR Community Land Trust was selected. Currently negotiating the purchase and sale agreement.

Objective: Administer land use policies that promote livability and economic opportunity.

Department: Community Development

Performance Measure: Implement rural ADU legislation, if adopted by 2021 Legislature.

Q3 Update: SB 1533 was adopted in the short session to fix "broken links" to SB 391. Staff, in coordination with the Board, will initiate amendments in January 2023 to implement rural ADU legislation. Regular check-ins will occur in the summer and fall.

Department: Community Development

Performance Measure: City of Bend, La Pine and Sisters Housing: a.) Amend the City of Bend Urban Growth Boundary to implement HB 4079, a pilot project to increase the supply of affordable housing projects. b.) Support the County's Property Manager and City of La Pine to update the Newberry Neighborhood development regulations to facilitate urban housing development. • c.) Participate in the City of Sisters Comprehensive Plan Update and UGB expansion amendments, if initiated.

Q3 Update: City of Bend – City of Bend staff is scheduling monthly meetings to discuss HB 4079. A UGB amendment is anticipated this summer. City of La Pine – City of La Pine staff continue to coordinate with the County Property Manager. CDD staff helped the Property Manager execute RFPs for Quadrants 2a and 2d. City of Sisters – County staff continue to coordinate with the City of Sisters. A UGB amendment is not anticipated for 18 to 24 months at the earliest.

Objective: Maintain a safe, efficient and economically sustainable transportation system.

Department: Road

Performance Measure: Achieve 96% of roads rated good or better (Pavement Condition Index above 70).

Q3 Update: The percent of roads rate good or better (PCI greater than 70) increased to 99.2%. Reconstruction of Negus Way-17th Street in NE Redmond in 2021 is the primary reason for the increase.

Objective: Partner with organizations and manage County assets to attract business development, tourism, and recreation.

Department: Fair & Expo

Performance Measure: Achieve more than \$48 million in annual economic impact generated from Fair & Expo events and facilities. This measure uses economic multipliers established by Travel Oregon and updated with the Travel Industries of America travel index.

Q3 Update: Economic impact from Fair & Expo events continues to improve; as does the number of returning and new events. Limited to no new cancellations due to Covid19, and a more stable event environment creates producer confidence; and we continue to add events large and small through 2022, 2023 and beyond.

Objective: Support regional economic recovery from the COVID pandemic.

Department: Finance

Performance Measure: Coordinate with the Board of Commissioners to distribute ARPA and other consistent updates to the community on the investment of ARPA funds.

Q3 Update: County Finance continues to administer the ARPA funding award, distribution and reporting functions for the county. As of March 31, 2022, \$36,722,702 of the county's \$38.4 million total ARPA award had been committed to pandemic recovery efforts in the county.

Q2 Update: During Performance Measure updates for the second quarter, the Board heard one update from Environmental Health (EH) Supervisor Eric Mone on the following measure: Reduce outbreaks and food-borne illness by inspecting a minimum of 95% of licensed facilities (e.g. restaurants, pools/spas/hotels, etc.) per state requirements.

As a reminder, the Q2 update was: $63/782 = 8\%$. Significant EH staff time continues to be spent on the COVID-19 response, including 591 business outreach calls this quarter (compared to 377 last quarter), responding to complaints (70 this quarter), and outbreak follow-up. The team is aiming to resume more normal inspection volume when safe to do so (e.g. Omicron surge).

During that Q2 update, the Board requested a follow up on the status of the measure, and Eric has provided the following update for Q3: $72/716 = 10\%$. EH conducted more business reach-outs for Covid follow up in January, 2022 than any other month since the pandemic started. Approximately 400-900 cases per day in January. Cases were falling steadily in Feb/March and with the mask mandate being lifted on March 14, EH inspectors have been getting back into the field for routine inspections on Food, Pool, and Lodging facilities. Those inspections are available for viewing on the [Environmental Health Website](#).



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, July 6, 2022

SUBJECT: Senate Bill 762 – Wildfire Hazard Risk Mapping and the Wildland Urban Interface

BACKGROUND AND POLICY IMPLICATIONS:

Staff will provide background and updates to the Board regarding Senate Bill (SB) 762 and the newly established State Wildfire Risk Map created by Oregon State University and the Oregon Department of Forestry. The Risk Map will ultimately inform new development regulations including structural hardening and defensible space standards intended to mitigate overall wildfire risk to communities throughout the state.

BUDGET IMPACTS:

None

ATTENDANCE:

*Kyle Collins, Associate Planner
Ed Keith, County Forester
Will Groves, Planning Manager*



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)

FROM: Kyle Collins, Associate Planner
Will Groves, Planning Manager
Ed Keith, County Forester

DATE: June 29, 2022

SUBJECT: Senate Bill 762 – Wildfire Hazard Risk Mapping and the Wildland Urban Interface

During the 2021 state legislative session, Senate Bill (SB) 762 was passed to help modernize and improve wildfire preparedness across Oregon. The legislation was developed to address wildfire issues through three key strategies: creating fire-adapted communities, developing safe and effective responses, and increasing the resiliency of Oregon’s landscapes. One of the primary pieces of SB 762 is the creation of a comprehensive State Wildfire Risk Map to guide new wildfire regulations for development. The final risk map was made available on June 30, 2022 at the following website: <https://oregonexplorer.info/tools>

I. BACKGROUND, DEFINITIONS, & IMPLEMENTATION

SB 762 required Oregon State University (OSU), the Oregon Department of Forestry (ODF), and the Oregon State Fire Marshal to develop and maintain a comprehensive statewide map of wildfire risk that includes wildland-urban interface (WUI) boundaries and fire risk classifications. The specific boundaries for the WUI were determined based on a definition established by a rule making advisory committee (RAC) composed of 26 members representing a variety of fire protection and forestry professionals, as well as various private property, forestry, and development interests throughout the state. The RAC members met four times between July 27 and August 17, 2021. Those meetings, RAC recommendations, and subsequent public hearings led to the following WUI definition being adopted by the Oregon Board of Forestry:

“Wildland-Urban Interface means a geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels.”

More specifically, the following rules as outlined in Oregon Administrative Rule (OAR) 629-044 delineate WUI areas as part of the State Wildfire Risk Map:

- (1) A tax lot will be included in the Wildland-Urban Interface boundary if it includes either:

- (a) A minimum of one structure or other human development per 40 acres and either:
 - (A) A minimum of 50% coverage of wildland or vegetative fuels; or
 - (B) A 1.5-mile buffer from the edge of an area greater than 1 square mile of wildland or vegetative fuels into a community with a minimum of 75% cover of wildland or vegetative fuels.
 - (b) A planned development, within the urban growth boundary or unincorporated communities, that is not identified in (a) but that is approved for development that meets the criteria in (a); or
 - (c) Is an occluded geographical area with a minimum of one structure or other human development per 40-acres within 1.5 miles of an area greater than 1 square mile but less than 2 square miles with a minimum of 75% cover of wildland or vegetative fuels.
- (2) If multiple structures or other human developments are located on a single tax lot, then the totality will be considered a single structure or other human development.

In addition to the WUI boundaries, OSU is required to assign each tax lot in the state one of five specific wildfire risk classifications: extreme, high, moderate, low, or no risk. Each of these risk classifications is based upon a range of wildfire hazard values such as climate, topography, and vegetation that illustrate likely wildfire behavior on particular parcels.

Finally, locally developed wildfire plans, such as Community Wildfire Protection Plans (CWPPs), may be integrated into the wildfire risk mapping portal if a local jurisdiction chooses. However, information in any locally developed wildfire plans may complement, but cannot remove or supersede the Statewide Wildfire Risk Map.

II. MAPPING IMPLICATIONS

Properties included in **both** a designated WUI boundary and classified as either high or extreme risk will be subject to additional development regulations. Specifically, properties meeting both of these standards will be subject to:

- 1) Home hardening building codes as described in section R327 of the 2021 Oregon Residential Specialty Code
- 2) Defensible space standards as determined by the Oregon State Fire Marshal

At present, the State Fire Marshal has yet to develop final statewide defensible space requirements. However, SB 762 requires these standards to be developed on or before December 31, 2022. The earliest date that the R327 building code standards may become effective is October 1, 2022, and they will become mandatory on April 1, 2023.

In addition to the mandatory standards outlined above, SB 762 directs the Department of Land Conservation and Development (DLCDC) to convene a stakeholder committee to draft recommendations for further land use rules associated with wildfire mitigation. This stakeholder group is composed of professionals working in wildfire management and land use planning, as well as private citizens and development related interest groups. The DLCDC stakeholder group began meeting on May 3, 2022 and will hold its final meeting on August 16, 2022. Ultimately, DLCDC will utilize

these conversations to produce a summary report of recommended land use rules to the larger State Wildfire Programs Advisory Council. Upon consideration of DLCD's recommendations, the Wildfire Programs Advisory Council may advise state Legislative Committees in 2023 on any proposals affecting state land use rules that would require formal legislation.

III. PROPERTY OWNER APPEALS & OUTREACH

Over the coming weeks, ODF will provide notice to all property owners within the high and extreme risk classifications that may be subject to additional regulations. Those notifications must include the following information:

- The wildfire risk class assignment
- Where a map of the property can be found in the publicly accessible mapping portal, including the average wildfire hazard value of the property
- Resources available to address wildfire risk
- Information regarding what the wildfire risk assignment means for the property owner
- Information about how a property owner may appeal the assignment of wildfire risk class, including the specific elements that may be appealed

If a property owner elects to appeal their assigned risk classification, they must file an appeal with the State Forester in writing within 60 days after:

- Completion or update of the wildfire risk classification map; or
- Delivery of the notice of classification to property owners whose property is in the extreme or high wildfire risk classes

To be considered, all written appeals must specifically state objections to the wildfire risk class assignment, the specific change in wildfire risk assignment sought, and any pertinent facts that may justify a change in the wildfire risk class assignment, in accordance with ORS 477.490. The State Forester will review all appeals to determine whether appellants have standing and whether any relevant facts have been provided to consider review of the proposed classification change. Ultimately, the State Forester must provide a report describing the relevant issues and a final decision on the specific property classification in question.

IV. BOARD CONSIDERATION

There are no specific decisions for the Board to make regarding the State Wildfire Risk Map. The Board may wish to coordinate discussions with the Property Management Department regarding any County-owned properties that are designated as high or extreme risk and located within an identified WUI.

V. NEXT STEPS

Staff will summarize the State Wildfire Risk Map results and risk classifications for Deschutes County on July 6. As the State Wildfire Risk Map is ultimately the basis for additional regulatory requirements,

the Board may wish to provide comments to the State Fire Marshal regarding future defensible space standards. Additionally, the Board may wish to provide comments to the DLCD stakeholder committee considering additional recommendations for further land use rules associated with wildfire mitigation. As stated above, DLCD's recommendations will be taken under further consideration by the larger State Wildfire Advisory Council to determine if any new rules or actions are warranted.

Staff can convene future discussions with the Board if additional actions are desired.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 6th, 2022

SUBJECT: Lower Bridge Rangeland Fire Protection Association MOU

RECOMMENDED MOTION:

Move approval of County Administrator signature of Document 2022-599 , MOU with the Lower Bridge Rangeland Fire Protection Association

BACKGROUND AND POLICY IMPLICATIONS:

Similar to the MOU Deschutes County holds with the Brothers Hampton RFPA, the Lower Bridge RFPA is requesting financial support for the operations of the RFPA from Deschutes County.

BUDGET IMPACTS:

The MOU stipulates a payment of up to \$5,000 per year, paid in \$1,000 increments to match contributions made by member landowners within the RFPA.

ATTENDANCE:

Ed Keith, Nathan Garibay

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is between Deschutes County, a political subdivision of the State of Oregon (County), and Lower Bridge Rangeland Fire Protection Association (RFPA), a non-profit 501c3 organization operating within the State of Oregon.

EFFECTIVE DATE: This MOU is effective as of _____, 2022. Unless extended or terminated earlier in accordance with its terms, this MOU shall terminate June 30, 2027.

DESCRIPTION: This MOU applies to wildland fire protection operations of RFPA occurring within and adjacent to Deschutes County, Oregon.

1. **AGREEMENT TERMS:** Deschutes County will match annual membership dues at \$1000 increments (minimum of \$1000 and not to exceed \$5000) collected by Lower Bridge Rangeland Fire Protection Association provided that RFPA demonstrates to the satisfaction of Deschutes County that RFPA is:
 - Compliant with 501c3 requirements
 - Fully insured for general liability
 - Compliant with ODF requirements
 - Provide an annual financial report and operational summary (can be the same as what is provided to Oregon Department of Forestry)
 - Maintains a cooperative operational relationship with other fire suppression agencies such as the Bureau of Land Management
2. **TERMINATION:** Any party may terminate its participation in this MOU for any reason by providing thirty (30) days’ written notice to the other party.
3. **INDEPENDENT PARTY:** It is agreed and understood that each party subject to this MOU will perform services and/or activities related to this MOU as an independent party, and not as an employee or agent of the other party.
4. **ENTIRE MOU:** This MOU sets forth the entire agreement between the parties. The MOU may be amended upon written approval of all parties.
5. This agreement may be signed and executed in counterparts.

RFPA:

BY:

Date

DESCHUTES COUNTY:

BY: Nick Lelack

Date



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 6, 2022

SUBJECT: Fire Suppression Response to Unprotected Lands within Deschutes County

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

During the Grandview fire in 2021 the Office of the State Fire Marshal (OSFM) provided a conflagration response that included supplying OSFM resources to unprotected lands within Deschutes County. At that time OSFM requested a delegation of authority from Deschutes County to deploy these resources, which was the first time this situation has occurred. In anticipation of the possibility of a similar request for OSFM resources for unprotected lands in Deschutes County in 2022 or future years staff would like to discuss with the Board a procedure for requesting these resources should the need arise for future incidents.

BUDGET IMPACTS:

None

ATTENDANCE:

Nathan Garibay, Ed Keith