



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, MAY 04, 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 Resolution No. 2022-029 Increasing 1.0 Regular Duration FTE within the Deschutes County Budget.

ACTION ITEMS

2. **9:05 AM Public Hearing** regarding the intended conveyance of County-owned property located on Ferguson Road to the City of Bend, and by Order No. 2021-023, authorize the Deschutes County Property Manager to execute the documents associated with the conveyance of County-owned property.
3. **9:15 AM** Consideration of Chair Signature of Document No. 2022-349, a Notice of Intent to Award Contract for the Slurry Seal 2022 - Various Maintenance Zones Project
4. **9:20 AM** Second Reading and Adoption of CPACE Ordinance
5. **9:30 AM** Consideration of Board signature of Document No. 2022-007, St. Charles PES/Sage View
6. **9:45 AM** Request approval to apply for Phase 2 of Oregon Health Authority HIV Early Intervention Services & Outreach grant
7. **10:00 AM** ARPA Funding Update
8. **10:30 AM** Work Session: Remand of Deschutes Junction Plan Amendment and Zone Change application 247-20-000438-PA/439-ZC (247-22-000287-A)

LUNCH RECESS

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.

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

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: 5/4/2022

SUBJECT: Consideration of Resolution No. 2022-029 Increasing 1.0 Regular Duration FTE within the Deschutes County Budget.

RECOMMENDED MOTION:

Move approval of Resolution No. 2022-029 Increasing 1.0 Regular Duration FTE within the Finance Department and the Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

On 4/27/2022 the Finance Department presented to the Board of County Commissioners requesting 1.0 FTE to support the American Rescue Plan Act (ARPA) grant management and the Deschutes County Budget. This position will be responsible for ARPA grant management, including Federal compliance, subrecipient monitoring, and Treasury Department reporting. This position will also have some budgetary duties, including analysis and involvement in publishing the GFOA adopted budget book.

BUDGET IMPACTS:

There are no fiscal implications for Fiscal Year 22. The position is planned as .75 ARPA and .25 Finance, while our Senior Budget Analyst, who is currently funded 100% from ARPA will shift to .25 ARPA and .75 Finance to support our growing and increasingly complex budget and long term planning. Current ARPA allocations for administration will be sufficient to cover this position and partial Senior Budget Analyst through Fiscal Year 24. In Fiscal Year 23 and 24 there will be an increased cost of approximately \$157,500 in Internal Service Fund charges to cover the reallocation of the Senior Budget Analyst and partial allocation of this position.

ATTENDANCE:

Daniel Emerson, Budget Manager.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing *
FTE Within the 2021-22 * RESOLUTION NO. 2022-029
Deschutes County Budget *

WHEREAS, the Deschutes County Finance Department presented to the Board of County Commissioners on 4/27/2022, with regards to the addition of 1.0 regular FTE Management Analyst, in support of the American Rescue Plan Act, including, grant management, Federal compliance, and reporting, and

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

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

Section 1. That the following FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Management Analyst	Regular		1.0
Total FTE			1.0

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of May, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, May 4, 2022

SUBJECT: Public Hearing to hear any public comments concerning the intended conveyance of County-owned property located on Ferguson Road to the City of Bend, and by Order No. 2021-023, authorize the Deschutes County Property Manager to execute the documents associated with the conveyance of County-owned property.

RECOMMENDED MOTION:

Hold a Public Hearing to hear any public comments concerning the intended conveyance of County-owned property located on Ferguson Road between Ridgewater Loop/King Solomon Lane and Ferguson Court to the City of Bend, and move to sign Order No. 2022-023, authorizing the Deschutes County Property Manager to execute the documents associated with the conveyance.

BACKGROUND AND POLICY IMPLICATIONS:

In 2004, Deschutes County acquired a 0.04-acre property through the property tax foreclosure process for nonpayment of property taxes. The property known as Map and Tax Lot 181215BA03099, is located on Ferguson Road, between Ridgewater Loop/King Solomon Lane and Ferguson Court, Bend. The Real Market Value (RMV) as determined by the Deschutes County Assessor's Office is \$1,730. The property is encumbered by easements previously granted to Pacific Power & Light Company, and Deschutes Irrigation and Power Company (COID).

The City of Bend (City) is preparing to complete Phase 4 of the City's Pump Station Decommissioning Project. This portion of the project is located on Ferguson Road between Ridgewater Loop/King Solomon Lane and Ferguson Court, Bend. The project includes installation of approximately 3,300 lineal feet of 18-inch diameter gravity sewer main, installation of new sewer laterals for 13 properties currently serviced by onsite septic systems, and decommissioning the Camden and Ridgewater No. 2 pump stations. The City anticipates construction starting October 2022 with completion estimated September 2023.

The City initially inquired about the County granting a temporary construction easement over this property. However, in reviewing the property and its adjacency to existing public road right-of-way located in the City's jurisdiction, Property Management asked the City if there was interest in acquiring the property. The City confirmed and is requesting the property conveyance for zero consideration. The City will dedicate the property to public right-of-way.

Oregon Revised Statute (ORS) 271.330 grants political subdivisions express power to relinquish the title to any of the political subdivision's property not needed for public use to any governmental body, providing the property is used for not less than 20 years for a public purpose by the governmental body in the State of Oregon. Additionally, the ORS requires advertisement in a newspaper of general circulation for two successive weeks indicating the intent to transfer the property and setting the time and place of a public hearing; the advertising requirement has been met. After the public hearing is held and objections are heard, the Board of County Commissions may proceed with the transfer. The property is required to be conveyed by deed, subject to a reversionary interest retained by the granting political subdivision in the event that the property is used for a purpose that is inconsistent with the grant. The granting political subdivision may waive the subdivision's right to a reversionary interest at the time the property is conveyed.

BUDGET IMPACTS:

No budget impacts. The City will cover associated advertising costs and recording fees as applicable.

ATTENDANCE:

Kristie Bollinger, Property Manager



DESCHUTES COUNTY VICINITY MAP

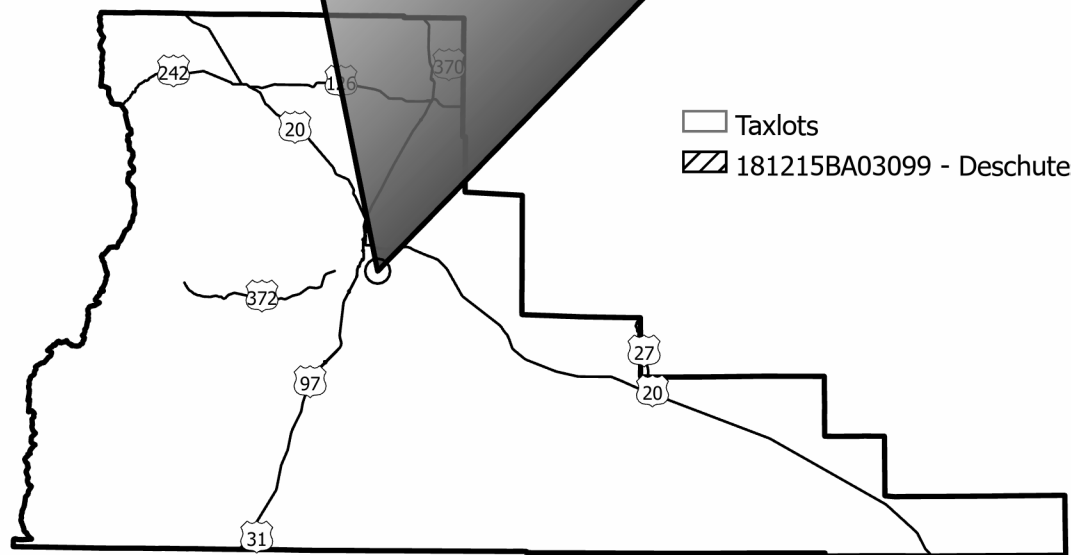
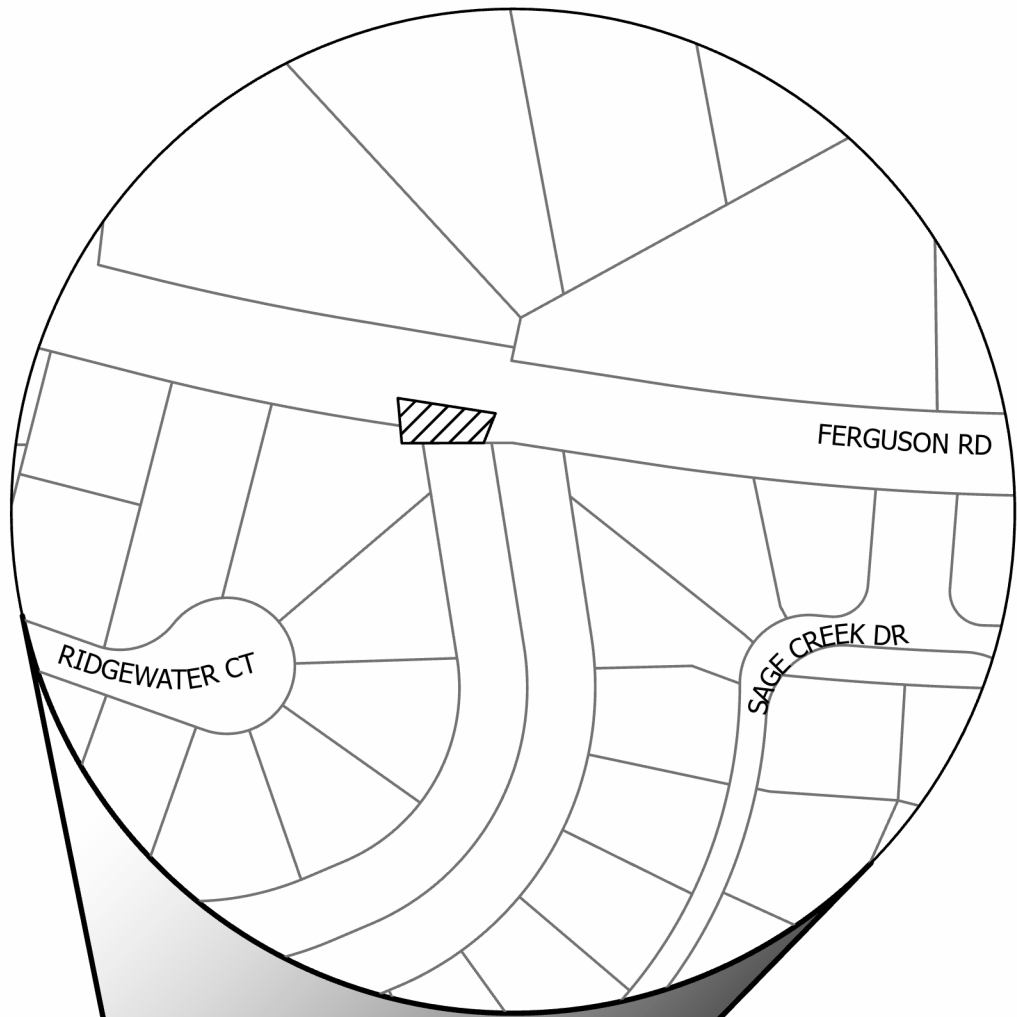
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Doc# 2004 - 18731

0.04 Acres

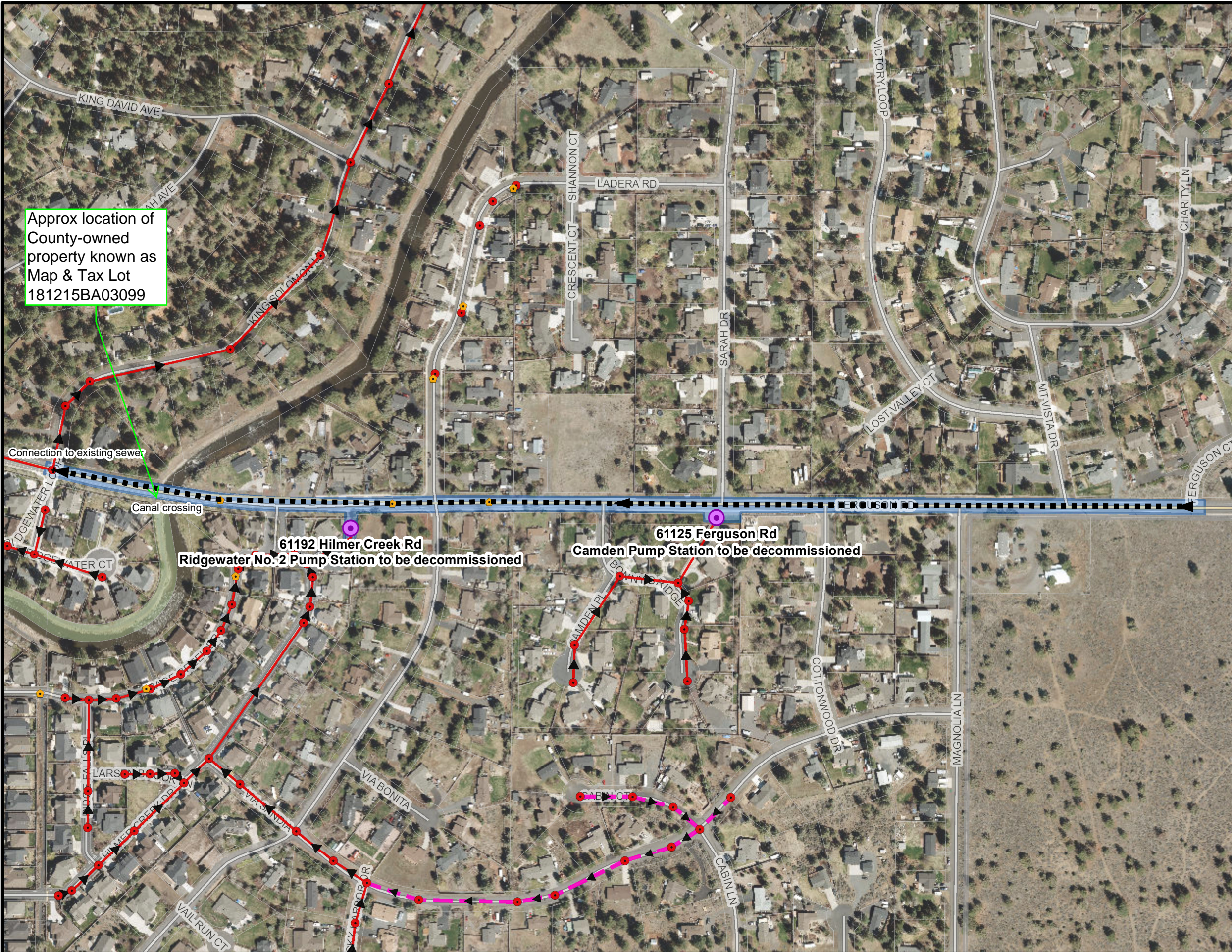
05/04/2022 Item #2.

N



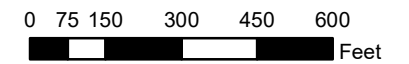
- Taxlots
- 181215BA03099 - Deschutes County

PUMP STATION DECOMMISSIONING PHASE 4



Approx location of County-owned property known as Map & Tax Lot 181215BA03099

- Work Zone
- Pump Station Decomissions
- Proposed Sewer
- Active Gravity Main
- GravityManhole
- AccessPort
- CleanOutManhole
- PressureManhole



Map prepared by S. Layne, City of Bend
 Print Date: Oct 04, 2021
 Sources: City of Bend, Deschutes County



CITY OF BEND

This map is for reference purposes only. Care was taken in the creation of this map, but it is provided "AS IS." Please contact the City of Bend to verify map information or to report any errors.

REVIEWED

LEGAL COUNSEL

05/04/2022 Item #2.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County *
Property Manager, Kristie Bollinger as the *
Deschutes County Representative for the *
Purpose of Signing Documents for the *
Conveyance of Deschutes County Owned
Property located on Ferguson Road between
King Solomon and Ferguson Court, Bend,
Oregon, 97702 known as Map and Tax Lot
181215BA03099

ORDER NO. 2022-023

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the conveyance of a 0.04-acre property known as Map and Tax Lot 181215BA03099 located on Ferguson Road between Ridgewater Loop/King Solomon Lane and Ferguson Court, Bend, Oregon, 97702, to the City of Bend, an Oregon municipal corporation; and

WHEREAS, Deschutes County received a request from the City of Bend to convey the property to the City of Bend for zero consideration. Because the property is located in the City of Bend’s jurisdiction as is adjacent to exiting public right-of-way, the City of Bend will dedicate said property to public road right-of-way; now, THEREFORE,

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

Section 1. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative to sign the necessary documents for the conveyance of property known as Map and Tax Lot 181215BA03099 located on Ferguson Road between Ridgewater Loop/King Solomon Lane and Ferguson Court, Bend, Oregon, 97702 to the City of Bend.

SIGNATURES ON FOLLOWING PAGE

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 4, 2022

SUBJECT: Consideration of Chair Signature of Document No. 2022-349, a Notice of Intent to Award Contract for the Slurry Seal 2022 - Various Maintenance Zones Project

RECOMMENDED MOTION:

Move approval of Board Chair signature of Document No. 2022-349.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department prepared bid solicitation documents for the Slurry Seal 2022 - Various Maintenance Zones project. The project scope of work includes application of an emulsified asphalt slurry seal coat on approximately 9.3 miles of County roads in the Lazy River South, Equestrian Meadows, and Sherwood Estates subdivisions. The project was advertised in the Daily Journal of Commerce and The Bulletin on April 6, 2022. The Department opened bids at 2:00 P.M. on April 27, 2022.

Three (3) bids were received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
PAVE NORTHWEST, INC.	\$ 326,120.00
INTERMOUNTAIN SLURRY SEAL, INC.	\$ 422,880.00
VSS INTERNATIONAL, INC.	\$ 447,600.00
Engineer's Estimate	\$ 365,280.00

This action issues a Notice of Intent to Award the contract to the apparent low bidder, PAVE NORTHWEST, INC., and allows seven days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder. The bid tabulation, including the Engineer's estimate, is attached.

BUDGET IMPACTS:

A portion of the project cost is budgeted in the Road Capital Improvement Plan (CIP) budget for Fiscal Year 2022. The remaining project cost will be included in the proposed Road CIP budget for Fiscal Year 2023.

ATTENDANCE:

Cody Smith, County Engineer



BOARD OF COUNTY COMMISSIONERS

May 4, 2022

Posted on the Deschutes County, Oregon Bids and RFPs website at <http://www.deschutescounty.gov/rfps> prior to 5:00 PM on the date of this Notice.

Subject: **Notice of Intent to Award Contract**
Slurry Seal 2022 - Various Maintenance Zones

To Whom It May Concern:

On May 4, 2022, the Board of County Commissioners of Deschutes County, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful bidder for the project was PAVE NORTHWEST, INC., with a bid of Three Hundred Twenty Six Thousand One Hundred Twenty Dollars. (\$326,120.00).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will end at 5:00 PM on May 11, 2022.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly-scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; FAX (541) 383-0496; or e-mail to david.doyle@deschutes.org.

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

Patti Adair, Chair

SLURRY SEAL 2022
 VARIOUS MAINTENANCE ZONES
 DESCHUTES COUNTY, OREGON
 PROJECT # W66125

BID RESULTS

BID OPENING : 2:00 PM 4/27/2022

				ENGINEER'S ESTIMATE		PAVE NORTHWEST, INC. 92678 MARCOLA RD MARCOLA, OR 97454		INTERMOUNTAIN SLURRY SEAL, INC. 1120 TERMINAL WAY RENO, NV 89502						
ITEMS				UNIT	QNTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL			
1	Mobilization	LS	1	\$19,000.00		\$19,000.00	\$19,000.00	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00			
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$17,000.00		\$17,000.00	\$17,000.00	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00			
3	Slurry Seal, Type II, LM CQS-1H, La Pine Maintenance Zone	SQYD	78,400	\$2.45		\$192,080.00	\$192,080.00	\$2.30	\$180,320.00	\$2.70	\$211,680.00			
4	Slurry Seal, Type II, LM CQS-1H, Redmond Maintenance Zone	SQYD	56,000	\$2.45		\$137,200.00	\$137,200.00	\$2.30	\$128,800.00	\$2.70	\$151,200.00			
				TOTAL =		\$365,280.00		TOTAL =		\$326,120.00		TOTAL =		\$422,880.00

SLURRY SEAL 2022
 VARIOUS MAINTENANCE ZONES
 DESCHUTES COUNTY, OREGON
 PROJECT # W66125

BID RESULTS

ENGINEER'S ESTIMATE	VSS INTERNATIONAL, INC. 3785 CHANNEL DRIVE WEST SACRAMENTO, CA 95691
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BID OPENING : 2:00 PM 4/27/2022

ITEMS		UNIT	QNTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$19,000.00	\$19,000.00	\$25,000.00	\$25,000.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$17,000.00	\$17,000.00	\$53,000.00	\$53,000.00
3	Slurry Seal, Type II, LM CQS-1H, La Pine Maintenance Zone	SQYD	78,400	\$2.45	\$192,080.00	\$2.75	\$215,600.00
4	Slurry Seal, Type II, LM CQS-1H, Redmond Maintenance Zone	SQYD	56,000	\$2.45	\$137,200.00	\$2.75	\$154,000.00
				TOTAL =	\$365,280.00	TOTAL =	\$447,600.00



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 4, 2022

SUBJECT: Second Reading and Adoption of CPACE Ordinance

RECOMMENDED MOTION:

Move Second Reading, by title only, of Ordinance No. 2022-005, An Ordinance Enacting Section 4.35 of the Deschutes County Code.

Move approval of Ordinance No. 2022-005, An Ordinance Enacting Section 4.35 of the Deschutes County Code.

BACKGROUND AND POLICY IMPLICATIONS:

On April 20, 2022 the Board held a public hearing on the CPACE (Commercial Property Assessed Clean Energy) resolution and ordinance. At the conclusion of the hearing, the Board approved the CPACE resolution. The Board also approved first reading of the CPACE Ordinance, No. 2022-005 (attached).

The Board directed staff to schedule second reading and adoption of the ordinance on May 4, 2022.

BUDGET IMPACTS:

TBD

ATTENDANCE:

Erik Kropp, Deputy County Administrator

REVIEWED

LEGAL COUNSEL

05/04/2022 Item #4.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Enacting Section 4.35 of the
Deschutes County Code.

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ORDINANCE NO. 2022-005

WHEREAS, the Deschutes County Code (DCC) contains rules and regulations duly enacted through ordinance by Deschutes County and the Deschutes County Board of Commissioners; and

WHEREAS, from time-to-time the need arises to make amendments, including new enactments to the DCC; and

WHEREAS, County staff has identified ongoing and significant issues concerning financing opportunities for commercial properties within Deschutes County wherein the proposed development seeks to enhance county goals including those associated with increased energy and water conservation and improvement of structures against seismic damage; and

WHEREAS, the Board of County Commissioners of Deschutes County considered this matter at a duly noticed public hearing on April 20, 2022, and concluded that the public will benefit from the proposed enactment of section 4.35 of DCC; now therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ORDAINS as follows:

Section 1. ENACTMENT. The identified new section 4.35 of the DCC, as fully appearing in Exhibit A is enacted as provided in Section 2.

Section 2. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2022.

Date of 2nd Reading: _____ day of _____, 2022.

Commissioner	Record of Adoption Vote			
	Yes	No	Abstained	Excused

Patti Adair	_____	_____	_____	_____
Phil Chang	_____	_____	_____	_____
Anthony DeBone	_____	_____	_____	_____

Effective date: _____ day of _____, 2022.

EXHIBIT A (to Ordinance 2022-005)

Chapter 4.35 COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY PROGRAM (CPACE)

4.35.010 Short Title.

4.35.020 Purpose and Scope.

4.35.030 Definitions.

4.35.040 Benefit Assessment Liens.

4.35.050 Enforcement of CPACE Benefit Assessment Liens.

4.35.010 Short Title.

DCC 4.35 shall be known as the Deschutes County CPACE Ordinance and may be so cited and pleaded.
[Ord. 2022-005 § 1, 2022.]

4.35.020 Purpose and Scope.

The purpose and scope of this chapter is to establish lien security and collection procedures for approved CPACE loans.
[Ord. 2022-005 § 1, 2022.]

4.35.030 Definitions.

As used in this section, unless the context requires otherwise, the following terms and their derivations shall be the meanings provided below:

- A. "Acts" means ORS 223.680 and ORS 223.685.
- B. "Benefit Assessment Lien" means the special assessment lien levied against the Qualifying Real Property securing CPACE financing, pursuant to ORS 223.680(7)(a) and ORS 223.685(6)(a).
- C. "Building Resiliency Improvements" means those certain Utility and Seismic Rehabilitation improvements to the Qualifying Real Property that meet the requirements of the Acts and program guide.
- D. "Deschutes County CPACE Program" means the program provided for under the Acts for the financing and construction of Building Resiliency Improvements on Qualifying Real Property.
- E. "Qualifying Real Property" means the real property that qualifies to receive CPACE financing for Building Resiliency Improvements under the Deschutes County CPACE program.

- F. "Recorder" means the Deschutes County Clerk.
 - G. "Seismic Rehabilitation" means improvements to Qualifying Real Property that are (a) intended to reduce or prevent harm to persons and property due to the effects of seismic activity on the Qualifying Real property; and (b) authorized by the County or its designee.
 - H. "Treasurer" means the elected position (typically the appointed Chief Financial Officer for Deschutes County), designated pursuant to ORS 223.505(3) to take all steps necessary to enforce delinquent liens and to maintain records pertaining to collection proceedings thereon.
 - I. "Utilities Improvements" means improvements to Qualifying Real Property for any of the following purposes: (a) energy efficiency; (b) renewable energy; (c) energy storage; (d) smart electric vehicle charging stations; (e) water efficiency.
- [Ord. 2022-005 § 1, 2022]

4.35.040 Benefit Assessment Liens.

- A. Benefit Assessment Liens shall be entered into the County lien docket.
- B. Pursuant to ORS 223.680(7)(a), Benefit Assessment Liens shall have the same priority, as determined under ORS 223.230(3), as a lien for assessments for local improvements arising under ORS 223.393. [Ord. 2022-005 § 1, 2022.]

4.35.050 Enforcement of CPACE Benefit Assessment Liens.

- A. If any installment on any Benefit Assessment Lien bonded is delinquent for a period of one-year from the time it became due and payable, or at any time after 60-days from the time it became due and payable if not bonded, the recorder may thereafter prepare and transmit to the Treasurer a list in tabular form, made up from the lien docket, describing each Benefit Assessment Lien or installment due on any Benefit Assessment Lien that is so delinquent. The list shall also contain the name of the person to whom assessed, a particular description of the property, the amount of the Benefit Assessment Lien or installment due, and any other facts necessary to be given.
- B. The Treasurer or its designee may take all steps necessary to enforce delinquent Benefit Assessment Liens and maintain records pertaining to those enforcement proceedings pursuant to the procedure set forth in ORS 223.505 to ORS 223.650, including collecting unpaid Benefit Assessment Liens or installments by advertising and selling the Qualifying Real Property in the manner provided in ORS 223.505 to ORS 223.650.
- C. When an individual/entity purchases real property at a foreclosure sale under ORS 223.505 to ORS 223.590, if, with the written preapproval of the Treasurer or its designee, that purchaser incurs costs for maintaining or improving the property during the period allowed for redemption and if the property is subsequently redeemed, the Treasurer or its designee may return up to all of the penalty paid by the person redeeming the property to the purchaser.

[Ord. 2022-005 § 1, 2022.]



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 4, 2022

SUBJECT: Request approval and Board signature of St. Charles PES/Sage View contract #2022-007.

RECOMMENDED MOTION:

Move approval and Board signature o St. Charles PES/Sage View contract #2022-007.

BACKGROUND AND POLICY IMPLICATIONS:

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

Other services include Psychiatric Emergency Services (PES), which is a five-bed licensed hold facility located off the St. Charles Medical Center, Bend Emergency Department. The PES unit is designed for short-term acute psychiatric stabilization and is the only unit designed to handle violent patient behavior, acute medical needs requiring oxygen or

intravenous therapies in a psychiatric condition, and intense levels of acute medical service.

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

BUDGET IMPACTS:

Maximum compensation is \$330,000.

ATTENDANCE:

Janice Garceau, Deputy Director

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: April 13, 2022

Department: Deschutes County Health Services, Behavioral Health

Contractor/Supplier/Consultant Name: St. Charles Health System, Inc.

Contractor Contact: Cody Pepper **Contractor Phone #:** 541-706-4487

Type of Document: Personal Services Contract.

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

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

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

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

Agreement Starting Date: January 1, 2022 **Ending Date:** December 31, 2022

Annual Value or Total Payment: Maximum compensation is \$330,000.

Insurance Certificate Received (check box)
Insurance Expiration Date: July 1, 2022

Check all that apply:

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

Funding Source: Oregon Health Authority #173133

Fund 270 (no project string)

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

Departmental Contact and Title: Janice Garceau, Deputy Director
Phone #: 541 322-7664

Deputy Director Approval:

Director Approval:

Signature: Janice Garceau
Janice Garceau (Apr 20, 2022 13:11 PDT)

Signature: Erik Kropp
Erik Kropp (Apr 21, 2022 09:37 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 Department Director (if <\$50K)

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

Legal Review _____ Date _____

Document Number 2022-007



CERTIFICATE OF LIABILITY INSURANCE

05/04/2022 Item #5.

7/1/2022

6/10/2021

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).

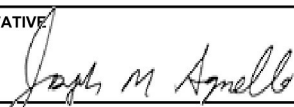
PRODUCER LOCKTON COMPANIES 5500 Wayzata Blvd., Suite 510 Minneapolis MN 55416 763-512-8600	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1426512 ST. CHARLES HEALTH SYSTEM, INC. 2500 NE NEFF RD BEND OR 97701	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16498440 **REVISION NUMBER:** XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	6078717439	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 DESCHUTES COUNTY, DISTRICT, AND, THE STATE OF OREGON, THEIR OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED BUT ONLY WITH RESPECT TO THE PARTIES' ACTIVITIES TO BE PERFORMED UNDER SBHC CONTRACT - DOCUMENT #2019-450. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AND SELF-INSURANCE.

CERTIFICATE HOLDER 16498440 DESCHUTES COUNTY HEALTH SERVICES 2577 NE COURTNEY DRIVE 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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GENERAL CHANGE ENDORSEMENT

Named Insured:	St. Charles Health System, Inc		
Policy No.:	HLC10014983300	Endorsement Effective Date:	July 1, 2020
Issued By:	Endurance American Specialty Insurance Company	Endorsement No.:	15

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

Amendment – Additional Insured Coverage

It is agreed that coverage under this policy shall apply to the following additional **Insured(s)**, but only to the extent that coverage is provided said additional **Insured(s)** in the underlying insurance and then only for such hazards for which coverage is afforded under said underlying insurance as listed in the Schedule of Underlying Insurance, and further providing that the full limits of insurance shown therein are applicable. Further, it is agreed that coverage under this policy shall apply to the following additional **Insured(s)**, but only as respects liabilities arising directly from the interests of the **Named Insured**.

Additional Insured(s)

Deschutes County, Its Officers, Agents, Employees and Volunteers c/o Deschutes County Health Services 2577 NE Courtney Dr Bend, OR 97701

Nothing herein contained shall vary, alter, waive, or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.



Authorized Representative



Oregon Workers' Compensation Certificate of Insurance

Certificate holder:

ST CHARLES HEALTH SYSTEM INC
2500 NE NEFF ROAD
BEND, OR 97701

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured		Producer/contact	
St Charles Health System Inc St Charles Medical Center Bend Rebecca Berry, Human Resources 2500 NE Neff Rd Bend, Or 97701-6015		SAIF Corporation Nancy L Overstreet 541.383.2080 nanove@saif.com	
Issued	01/07/2022	Limits of liability	
Policy	417940	Bodily Injury by Accident	\$1,000,000 each accident
Period	01/01/2022 to 01/01/2023	Bodily Injury by Disease	\$1,000,000 each employee
		Body Injury by Disease	\$1,000,000 policy limit

Description of operations/locations/special items

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

Chip Terhune
President and CEO



REVIEWED

 LEGAL COUNSEL

05/04/2022 Item #5.

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
 CONTRACT NO. 2022-007**

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

Recitals

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

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

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

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

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

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

1. Effective Date. This Contract is effective January 1, 2022 and, except as otherwise specifically provided herein, shall expire on December 31, 2022 unless terminated or renewed in accordance with its terms. The Parties agrees that time is of the essence in the performance of this Contract.
2. Contractor's Services. Contractor shall provide the services outlined in Exhibit 1 of this Contract (the "Services"). Maximum compensation shall not exceed **\$330,000** in accordance to the terms outlined in Exhibit 1.
3. Regulations and Duties. Contactor shall comply with all applicable provisions of the Financial Assistance Award #173133, including applicable Service Descriptions attached thereto, Agreement effective date January 1, 2022 between the OHA and Deschutes County, as the same may be amended, replaced and/or renewed from time to time, by a subsequent signed agreement between the Parties. Contractor agrees to comply with applicable rules and regulations of County, applicable provisions in the contract between County and the OHA, incorporated herein by reference, as of the effective date of such regulations, applicable provisions of the Administrative Rules and Procedures of the OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to Contractor's performance of services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract, County determines to be within the scope of this Contract and is to be performed by Contractor, Contractor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
4. Notice. Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
 - a. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against either Party, such facsimile transmission shall be confirmed by telephone notice to the County Administrator or SCHS Behavioral Health Director or designee, as applicable.

- b. Any communication or notice shall be deemed delivered five (5) days after mailing or upon actual receipt, whichever occurs first. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this Contract, Contractor agrees to:

1. perform the work in a good, workmanlike, and timely manner;
2. comply with all applicable legal requirements;
3. take all precautions necessary to protect the safety of all persons at or near Contractor's facilities including employees and Individuals enrolled or seeking services from Contractor and/or County;
4. take full responsibility for wages and entitlements of Contractor's employees assigned to or furnishing services at Contractor's facilities.

b. It is agreed by and between the Parties that Contractor is not carrying out a function on behalf of the County, OHA or State of Oregon, and County, OHA and State of Oregon do not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor.

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

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

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

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

18. No Third Party Beneficiaries.

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

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

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

21. Indemnity and Hold Harmless.

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

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

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

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

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

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

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

1. Each Party has the power and authority to enter into and perform this Contract;
2. This Contract, when executed and delivered, shall be a valid and binding obligation of each Party's enforceable in accordance with its terms;
3. Each Party has the skill and knowledge possessed by well-informed members of its industry, trade or profession and the Parties will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
4. The Parties shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
5. Each Party's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order to any court, regulatory commission, board or other administrative agency.

- b. Warranties Cumulative. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- c. Contractor agrees that it will continue to operate or arrange for provision of an acute psychiatric treatment program within Contractor's treatment area until at least December 30, 2025.

32. SB 675 (2015) Representation and Covenant.

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

33. Intentionally Omitted.

34. Intentionally Omitted.

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

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

DATED this ____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR , Chair

ANTHONY DEBONE , Vice Chair

PHIL CHANG , Commissioner

ATTEST:

Recording Secretary

DATED this ____ day of _____, 2022

ST. CHARLES HEALTH SYSTEM, INC.

DocuSigned by:
Matt Swafford

Signature

Matt Swafford

Print

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

1. Principles and Considerations:

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

2. Services:

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

3. Specific Services: Specifically, Contractor shall:

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

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

4. Payment for Services:

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

contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor's invoice for payment.

- i. In the event that a statutorily required license or insurance is suspended or not extended to Contractor, County's obligation to provide reimbursement for Contractor's Services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.

**EXHIBIT 2
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 2022-007
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Per Occurrence

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

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

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

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

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

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

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

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

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

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

Signature: 

Email: sarah.key@deschutes.org

Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

Exhibit 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-007
CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of January 1, 2022 by and between St Charles Health System, Inc., an Oregon non-profit corporation, ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("County"), collectively referred to as "Party" or "Parties".

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

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

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

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

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

2. DEFINITIONS

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

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

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

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

5. OTHER PROVISIONS

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

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

DATED this _____ day of 04/20/2022, 2022

DESCHUTES COUNTY HEALTH SERVICES

Janice Garceau

Janice Garceau (Apr 20, 2022 13:11 PDT)

Signature

Janice Garceau

Print

DATED this _____ day of 3/11/2022, 2022

ST. CHARLES HEALTH SYSTEM, INC.

DocuSigned by:

Matt Swafford

0211FE9DB1344AB...

Signature

Matt Swafford

Print

Exhibit 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-007

REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit I of OHA #173133 Intergovernmental Agreement

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

Which Behavioral Health Providers are Required to Report in MOTS?

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

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

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

- 3. Alternative Formats of Written Materials.** In connection with the delivery of the Services, Contractor shall make available to Client, without charge, upon the Client's reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats , including accessible electronic formats, brailled documents, and large print upon request. If Provider does not have access to such alternate formats, then Provider can request written materials in the Client's preferred format from OHA.
 - b. All written materials related to the services provided to the Client in the Client's language. If Provider does not have access to such languages, then Provider can request written materials in the Client's language from OHA.
 - c. Oral interpretation services related to the services provided to the Client in the Client's language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Provider shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client's who are deaf or hard of hearing and whose preferred mode of communication is sign language.

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

- 4. Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
- a. Individual, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosures described in Exhibit 4, Required Federal Terms and Conditions, Section 14, Disclosure.
- 5. Compliance with Law.** Each Party shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
- a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - b. all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
 - c. all state laws requiring reporting of abuse of an Individual; and
 - d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit H

“Required Federal Terms and Conditions,” to the certain January 1, 2022 to December 31, 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of July 1, 2022, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

Exhibit J
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-007
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE NUMBER LISTING

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

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

Deschutes County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)	Subrecipient	MHBG	93.958
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 17	Non-OHP Community and Residential Assistance		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children		N/A	
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition	Subrecipient	MHBG	93.958
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile		N/A	

Deschutes County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
	Panels of the Psychiatric Security Review Board			
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)	Subrecipient	PATH	93.150



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 4, 2022

SUBJECT: Request approval to apply for Phase 2 of Oregon Health Authority HIV Early Intervention Services & Outreach grant

RECOMMENDED MOTION: Move approval to apply for Oregon Health Authority HIV Early Intervention Services & Outreach grant

BACKGROUND AND POLICY IMPLICATIONS:

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

Phase 1 funding through EISO has allowed the STD/HIV programs to have a comprehensive response to the STD/HIV cases in Deschutes County. We have a strong disease investigation team who are able to make sure cases and contacts are tested and treated, which is key to keeping Deschutes County STD rates lower than the state average. The grant has allowed for increased collaboration with providers and community organizations as well as, Crook County, Jefferson County and the Confederated Tribes of Warm Springs. Increasing our focus on STD/HIV epidemiology will inform outreach and prevention as we move into Phase 2.

OHA is making funding available for another five year term. Phase 2 will run from January 1, 2023 through June 30, 2028. DCHS will request \$2,479,399.45 to support the continuation of the Deschutes County Public Health’s EISO program. The Fiscal Year Analysis, attached, shows the long-term funding summary over six fiscal years.

BUDGET IMPACTS:

\$2,479,399.45 revenue for the period January 1, 2023 through June 30, 2028.

ATTENDANCE:

- Rita Bacho, Program Manager, Public Health
- Kathy Christenson, Health Services Supervisor, Advancement and Protections
- Amber Knapp, Public Health Nurse, Advancement and Protections
- Charlotte Jones, Public Health Nurse, Advancement and Protections
- Vinny Cancelliere, EISO Coordinator, Advancement and Protections

Analysis performed on a fiscal year

Fiscal Years 2023 - 2028, 7/1/22 - 6/30/2028

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
RESOURCES							
EISO grant OHA	\$ 183,923	\$ 367,847	367,256	\$ 461,802	\$ 499,025	\$ 526,864	\$ 2,406,717
							\$ -
							\$ -
							\$ -
	\$ 183,923	\$ 367,847	367,256	\$ 461,802	\$ 499,025	\$ 526,864	\$ 2,406,717
REQUIREMENTS							
Wages & Benefits	\$ 167,203	\$ 334,406	333,870	\$ 419,820	\$ 453,659	\$ 478,967	\$ 2,187,925
Travel	\$ 1,000	\$ 1,000	2,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 11,500
Supplies	\$ 1,892	\$ 3,783	5,975	\$ 5,975	\$ 5,975	\$ 5,975	\$ 29,575
Capital Outlay							\$ -
Contracted Services	\$ -	\$ 5,000	5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
Total Indirect -	17,009	34,419	34,684	\$ 43,329	\$ 46,713	\$ 49,244	\$ 225,400
Total Costs	\$ 187,104	\$ 378,608	381,529	\$ 476,624	\$ 513,847	\$ 541,686	\$ 2,479,399





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, May 4, 2022

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

RECOMMENDED MOTION:

Work session in preparation for a public hearing.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners ("Board") will hold a work session in preparation for a May 18, 2022 public hearing to consider the remanded decision of the Oregon Land Use Board of Appeals ("LUBA") regarding a plan amendment and zone change application proposed by Anthony Aceti ("Applicant").

BUDGET IMPACTS:

None.

ATTENDANCE:

*Nicole Mardell, Senior Planner – Long Range
Peter Gutowsky, Community Development Director*



MEMORANDUM

DATE: May 4, 2022

TO: Deschutes County Board of Commissioners

FROM: Nicole Mardell, Senior Planner – Long Range

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

On May 4, 2022, the Board of Commissioners (“Board”) will hold a work session in preparation for a public hearing to consider the remanded decision of the Oregon Land Use Board of Appeals (“LUBA”) regarding a plan amendment and zone change application proposed by Anthony Aceti (“Applicant”). The full record is located on the project webpage¹.

I. BACKGROUND

On June 30, 2020, an application was filed for a Plan Amendment and Zone change application for a 21.59-acre parcel located at 21235 Tumalo Place, Bend (Taxlot ID 161226C000201 and 161227D000104). The applicant is requesting to rezone and re-designate the property from Agriculture/Exclusive Farm Use - Tumalo/Redmond/Bend subzone (EFU-TRB) to Rural Industrial (RI).

The Deschutes County Hearings Officer issued a decision recommending approval of the application on October 8, 2020. The second hearing, as required by the County procedures ordinance, was held before the Board on December 2, 2020. The Board then approved Ordinance 2021-002 on January 27, 2021 approving the application with conditions.

Central Oregon Landwatch appealed the county decision to LUBA. On June 18, 2021 LUBA issued its Final Opinion and Order remanding the decision to the County for further findings and conclusions of law. Central Oregon Landwatch then appealed the decision further to the Oregon Court of Appeals. On November 17, 2021 the Court of Appeals issued an opinion affirming LUBA’s decision to remand the application. On April 7, 2022, the Applicant initiated remand proceedings under local file no. 247-22-000287-A.

¹<https://www.deschutes.org/cd/page/remand-deschutes-junction-plan-amendment-zone-change>

II. LUBA REMAND

LUBA, in its Final Opinion and Order, remanded the county decision to address the following issue:

A. Findings to quantify the number of workers resulting from the requested zone change/plan amendments and its impact on the *Shaffer* Test.

The final opinion and order provides the following guidance:

(pg. 30) In *Shaffer*, we explained that

"whether a residential, commercial, industrial or other type of use is 'urban' or 'rural' requires a case by case determination, based on relevant factors identified in various opinions by [LUBA] and the courts." *Shaffer*, 17 Or LUBA at 931.

We derived the following factors from case law:

"(1) relevant characteristics of the proposed use (such as number of employees, noise, odor, dust and other pollutants emitted, associated traffic); (2) the ultimate use of the products of the proposed use (e.g., whether for urban or rural uses, and in what proportions); (3) the characteristics of urban development in nearby UGBs; (4) where other similar uses in the county are located; and (5) whether there is a practical necessity to locate the proposed use in the rural area, close to a site specific resource." *Shaffer*, 17 Or LUBA at 946.

(pg. 31) With respect to the *Shaffer* factors, the county found that the potential uses would employ a small number of workers and do not require public facilities or services. The county determined that the DCCP RI policies and implementing DCC RI use and dimensional limitations will limit the scope and intensity of industrial development to rural use. In particular, the county references limitations on maximum floor area and requirements for on-site sewage disposal and on-site wells or public water systems. The county determined that there was insufficient evidence in the record to determine whether the potential uses are the types of uses typically located in rural areas or whether they are significantly dependent on a site-specific resource.

(pg. 33) The county found that the potential industrial uses of the subject property would employ a small number of workers. Record 77. However, the challenged decision does not explain the basis for that finding at all or tie that finding to any specific RI zone regulation or to any evidence in the record regarding the potential number of workers.

(pg. 35) We decline to reach that conclusion under ORS 197.835(11)(b). It is not obvious to us that the RI zone regulations will necessarily result in a small

number of workers. Accordingly, we agree with petitioner that remand is required for the county to explain why it concluded that the potential uses would employ a small number of workers.

Staff notes that the applicant, in their initiation of remand materials has not yet provided any additional testimony in response to the issues on remand. Staff anticipates additional information will be submitted prior to, or during the public hearing for Board consideration.

III. HEARING PROCEDURE

Deschutes County Code 22.32.040 notes that the scope of the proceeding for an application on remand must be limited to review the issues that LUBA requires to be addressed, although the Board may use its discretion to reopen the record where it seems necessary. In this case, staff recommends that the Board limit review to the issues on remand from LUBA.

Due to the narrow scope of review on this issue, staff recommends the Board hold a limited de novo hearing, meaning that new testimony may be entered only as it relates to the number of employees resulting from the requested zone change, and how that number will impact the determination of whether not the use is rural.

Per County hearing procedures, the entirety of the record must be before the board and can be found at the project website: <https://www.deschutes.org/cd/page/remand-deschutes-junction-plan-amendment-zone-change>

IV. NEXT STEPS

The Board will conduct a hearing on this item on May 18, 2022.