



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, SEPTEMBER 11, 2024

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend
(541) 388-6570 | www.deschutes.org

AGENDA

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

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

Citizen Input: The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing citizeninput@deschutes.org or leaving a voice message at 541-385-1734.

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

Time estimates: The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Authorization of an application for the State and Local Cybersecurity Grant Program
2. Approval of Document No. 2024-716, amending an intergovernmental agreement to accept grant funding from the Oregon Health Authority PO-44300-00026008-6
3. Approval of an amendment to the intergovernmental agreement with the Oregon Health Authority for Public Health grant funding #180009-12
4. Approval of Resolution No. 2024-040 adopting a supplemental budget and increasing appropriations in the Health Services Fund
5. Approval of Document No. 2024-746, authorizing the purchase of three dump trucks from Gordon Truck Centers
6. AS THE GOVERNING BODY FOR SUNRIVER SERVICE DISTRICT: Approval of Order No. 2024-035, appointing an Ex-Officio member of the Managing Board
7. Authorization to submit an application for Oregon Health Authority's Alcohol/Overdose Strategic Prevention Framework-Partnerships for Success grant
8. Approval of a notice of intent to award a contract for the Recovery Center HVAC system
9. Approval of minutes of the BOCC July 24, July 29, August 28 and August 30, 2024 meetings

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 11, 2024

SUBJECT: Authorize an application for the State and Local Cybersecurity Grant Program

RECOMMENDED MOTION:

Move approval of the IT Department’s application for the State and Local Cybersecurity Grant Program.

BACKGROUND AND POLICY IMPLICATIONS:

The IT Department applied for the initial round of grant funding in January 2024, but the application was not approved. Upon inquiry, additional details were asked to be provided in the application.

In 2022, the Department of Homeland Security (DHS) announced a first-of-its-kind cybersecurity grant program specifically for state, local, and territorial governments across the country. \$1 billion in funding will be dispersed over four years, with \$375 million allocated this year. The State of Oregon applied for a portion of this grant money and has approximately \$15 million in funding available.

Local and Tribal governments are eligible subrecipients under this program and must apply for funds through the Oregon Department of Emergency Management (OEM).

The IT Department seeks Board approval to re-apply for grant funding for the same two projects, the first of which involves migrating the County’s web and email presence from deschutes.org to deschutescounty.gov. Because .gov domains are reserved for government entities, in completing this project, the County will enhance its cyber credibility, foster trust with residents, and meet requirements for specific grant opportunities. Staff requests Board approval to apply for \$71,700 in grant funding to complete this project.

The second project would address the remediation of cybersecurity vulnerabilities. Vulnerabilities have been identified in our environment which require a great deal of time and resources to address. This work is important as it will strengthen our security posture, mitigate risk, and address compliance requirements. Staff requests Board approval to apply for \$176,000 of grant funds to complete this work.

The Department plans to outsource the work associated with both projects. No match funds are required.

The second round of grant applications is due by October 15, 2024. Successful applicants are expected to complete projects within 24 months.

BUDGET IMPACTS:

To be determined. No grant match is required.

ATTENDANCE:

Tania Mahood, IT Director/CTO



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 11, 2024

SUBJECT: Approval of Document No. 2024-716, amending an intergovernmental agreement to accept grant funding from the Oregon Health Authority PO-44300-00026008-6

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-716, amending an intergovernmental agreement to accept grant funding from the Oregon Health Authority.

BACKGROUND AND POLICY IMPLICATIONS:

Intergovernmental Agreement (IGA) #PO-44300-00026008 was approved by the Board of County Commissioners in February of 2024. This IGA outlines the services, reporting requirements, and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services for Deschutes County for the period January 1, 2024, to June 30, 2025.

This amendment #6 increases funding for the following service elements (SE) for the period of July 1, 2024, through June 30, 2025:

- \$77,792.60 for SE 17, Non-OHP Community and Residential Assistance; and
• \$85,743.20 for SE 04, Aid and Assist Client Services, to cover additional liability insurance expense.

BUDGET IMPACTS:

\$163,535.80 revenue

ATTENDANCE:

Holly Harris, Behavioral Health Director



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

AGREEMENT # PO-44300-00026008

**SIXTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2024-2025 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This Sixth Amendment to Oregon Health Authority 2024-2025 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2024 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Deschutes County**, (“County”).

RECITALS

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

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

AGREEMENT

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

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

6. Signatures.

Deschutes County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

_____	_____
Oregon Department of Justice	Date

ATTACHMENT 1

**EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0899

CONTRACT#: 026008

CONTRACTOR: DESCHUTES COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SE#
FISCAL YEAR: 2024-2025													
		BASE	AID & ASSIST PROJECT										
4	804	AAP		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$85,743.20	\$0.00	C	1	N		2
TOTAL FOR SE# 4							<u>\$85,743.20</u>	<u>\$0.00</u>					
		BASE	INVOICE SERVICES										
17	804	INVOIC		7/1/2024 - 6/30/2025	0 /NA	\$0.00	\$77,792.60	\$0.00	C	1	Y		1
TOTAL FOR SE# 17							<u>\$77,792.60</u>	<u>\$0.00</u>					
TOTAL FOR 2024-2025							<u>\$163,535.80</u>	<u>\$0.00</u>					
TOTAL FOR M0899 026008							\$163,535.80	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: DESCHUTES COUNTY
DATE: 08/01/2024

Contract#: 026008
REF#: 008

REASON FOR FAAA (for information only):

Non-OHP Community and Residential Assistance (MHS 17) funds have been awarded.

MHS 04 Aid and Assist Client Services - Community Mental Health funds are awarded for reimbursement for additional expense for liability Insurance for Aid & Assist Community Restoration Services.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0899 1A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26 ,27, 28, 30, 34 and 36 from 07/01/2024 to 6/30/2025 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

M0899 2 The financial assistance subject to this special condition will be disbursed to Deschutes County in one lump sum within 30 days after the date this Amendment becomes executed.

Confidential

CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: PO-44300-00026008-6-6 _____

Legal name *(tax filing)*: _____

DBA name *(if applicable)*: _____

Billing address: _____

City: _____

Phone: _____

FEIN: _____

- OR -

SSN: _____

Certificate Of Completion

Envelope Id: 6F179DDAC6E7486EA727189EE329B950	Status: Sent
Subject: PO-44300-00026008-6 Deschutes County	
Source Envelope:	
Document Pages: 5	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Larry Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Larry.O.Briggs@odhsoha.oregon.gov
	IP Address: 209.112.106.2

Record Tracking

Status: Original	Holder: Larry Briggs	Location: DocuSign
8/7/2024 6:51:13 AM	Larry.O.Briggs@odhsoha.oregon.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Oregon Health Authority - CLM	Location: DocuSign

Signer Events

Signature	Timestamp
<p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Jon Collins jon.c.collins@oha.oregon.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	
<p>Ebony Clarke ebony.s.clarke@oha.oregon.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	

In Person Signer Events

Signature	Timestamp

Editor Delivery Events

Status	Timestamp

Agent Delivery Events

Status	Timestamp
Grace Evans	Sent: 8/7/2024 6:54:10 AM
grace.evans@deschutes.org	Viewed: 8/7/2024 9:59:54 AM
Contract Specialist	
Deschutes County Health Services	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure: Accepted: 9/22/2021 9:13:25 AM ID: 1c2f1b1a-bce9-4e77-a9ac-00927d21eb03	

Intermediary Delivery Events

Status	Timestamp

Certified Delivery Events

Status	Timestamp

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Oregon Health Authority - CLM:

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

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

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

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

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

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

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

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

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mick.j.mitchell@dhsosha.state.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 11, 2024

SUBJECT: Approval of an amendment to the intergovernmental agreement with the Oregon Health Authority for Public Health grant funding #180009-12

RECOMMENDED MOTION:

Move approval of Document No. 2024-737, amending an intergovernmental agreement with the Oregon Health Authority for Public Health grant funding.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority (OHA) intergovernmental agreement (IGA) #180009-11, approved by the Board of County Commissioners on July 10, 2024, outlined program descriptions and reporting requirements for Deschutes County, the Local Public Health Authority (LPHA), for fiscal year (FY) 2025, and provided \$4,508,181 of funding for most of the program elements for FY 2025.

This amendment #12 updates three program descriptions and provides funding for most of the Public Health program elements not previously funded in the FY 2025 funding amendment, #180009-11. Amendment #12 awards an additional \$1,158,865, of which all but \$13,000 was anticipated and included in the FY 2025 adopted budget. Funding from this amendment includes: \$1,518 for ACDP Infection Prevention Training, \$323,890 for Ryan White HIV/AIDS Programs, \$108,388 for Public Health Emergency Preparedness and Response, \$19,001 for MCAH Perinatal General Funds, \$360,000 SBHC Base funds, \$24,384 for Reproductive Health Community Participation and Assurance of Access, \$31,985 for LPHA Leadership, Governance and Program Implementation, and \$289,699 for Maternal, Child and Adolescent Health LPHA Community Lead Organizations (Family Connects Oregon).

BUDGET IMPACTS:

\$1,158,864.74 total revenue in fiscal year 2025.

ATTENDANCE:

Jessica Jacks, , Program Manager, Prevention and Health Promotion

Agreement #180009



**AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Twelfth Amendment (this “Amendment”) to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended, the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Deschutes County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Deschutes County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2025 (FY25) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY25);

AGREEMENT

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

1. This Amendment is effective on **July 15, 2024**[insert date], regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.

2. The Agreement is hereby amended as follows:

a. Exhibit A “Definitions”, Section 18 “Program Element” is hereby amended to add Program Element titles and funding source identifiers as follows:

<u>PE NUMBER AND TITLE</u> • SUB-ELEMENT(S)	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
--	------------------	--	--------------	----------------------------	----------------------------

PE08 - Ryan White Program, Part B HIV/AIDS Services

<u>PE 08-01</u> Case Management	OF	N/A	N/A	N	N
<u>PE 08-02</u> Support Services	OF	N/A	N/A	N	N
<u>PE 08-03</u> Oral Health	OF	N/A	N/A	N	N

PE12 - Public Health Emergency Preparedness and Response (PHEP)

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

PE46 - Reproductive Health

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

b. Exhibit B Program Elements #08 “**Ryan White Program, Part B HIV/AIDS Services**” and #12 “**Public Health Emergency Preparedness and Response (PHEPR) Program**” and #46 “**Reproductive Health**” are hereby added by Attachment A attached hereto and incorporated herein by this reference.

c. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment B, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.

d. Exhibit J of the Agreement entitled “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)” is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.

3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

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

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

7. Signatures.

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

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

DESCHUTES COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

Attachment A
Program Element Descriptions

Program Element #08: Ryan White Program, Part B HIV/AIDS Services

OHA Program Responsible for Program Element:

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

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Ryan White Program, Part B HIV/AIDS Services.

General Description. Funds must be used to deliver to eligible individuals with HIV and their families one or more of the services described in the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) Part B, referred to hereafter as “Ryan White Program, Part B HIV/AIDS Services.” Expenditure of these funds must be directly related to an individual’s HIV positive status and necessary to help the individual remain engaged in HIV medical care and treatment. All Ryan White Program, Part B HIV/AIDS Services that are supported in whole or in part with funds provided under this Agreement must be delivered in accordance with OAR Chapter 333, Division 022 “Human Immunodeficiency Virus”, the “HIV Community Services Program, HIV Case Management Standards of Service” and “HIV Community Services Program Support Services Guide” located at: www.healthoregon.org/hiv.

HIV is an important public health priority in Oregon. Ensuring the achievement of viral suppression among people living with HIV (PLWH) is critical for not only improving lifelong health outcomes, but to also prevent further transmission of the virus. The provision of Case Management and Support Services is an evidence-based approach for supporting engagement with medical care and adherence to medical treatments. Through this support, Oregon aims to increase the percentage of PLWH who have achieved viral suppression to 100%.

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

2. Definitions Specific to Ryan White Program, Part B HIV/AIDS Services

a. Case Management or Case Management Services. Case Management is a range of client-centered services that link clients with health care, psychosocial support and other services. These services ensure timely and coordinated access to medically appropriate levels of health and Support Services and continuity of care through ongoing assessment of the client’s and other key family members’ needs and personal support systems. Case Management includes, but is not limited to face-to-face coordination, phone contact, and other appropriate forms of communication.

Medical Case Management must be provided by a registered nurse licensed in Oregon. The coordination and follow-up of medical treatments is a component of medical Case Management. Medical Case Management includes the provision of medical treatment adherence counseling to ensure readiness for, and adherence to, HIV/AIDS medication regimens and treatments.

Additionally, medical Case Management includes liver health, nutritional and oral health assessment and education.

b. Health Resources and Services Administration HIV/AIDS Bureau (HRSA/HAB): The agency of the U.S. Department of Health and Human Services that is responsible for administering the Ryan White Program. Information about HRSA/HAB is available at www.hab.hrsa.gov

- c. **HIV/VH/STI Integrated Planning Group (IPG):** Oregon's End HIV/STI Oregon Statewide Planning Group (OSPG) (formerly known as the OHA HIV/Viral Hepatitis/Sexually Transmitted Infection Integrated Planning Group (IPG) is an advisory group to the HIV/STD/TB Section of OHA. Information regarding this planning group can be found at www.healthoregon.org/hiv
 - d. **HIV Care and Treatment Program:** The State program, funded predominately under the Ryan White Program, Part B HIV/AIDS Services, to provide care and treatment services to people with HIV to improve health outcomes and reduce HIV transmissions among hard-to-reach populations.
 - e. **OHA's HIV Community Services Program Support Services Guide (Support Services Guide):** The Support Services Guide, incorporated herein by this reference, that defines the range of Support Services that may be purchased with funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services, and includes the service definitions, eligibility and guidance for the delivery of Support Services. The Support Services Guide is available at <http://public.health.oregon.gov/DiseasesConditions/HIVSTDViralHepatitis/HIVCareTreatment/Pages/ServicesandDefinitions.aspx>
 - f. **Ryan White Program, Part B HIV Case Management Standards of Service (the Standards):** The Standards, incorporated herein by this reference that outlines or defines the set of Standards and provides directions for HIV/AIDS Case Management in the State of Oregon. These Standards are also intended to provide a framework for evaluating HIV/AIDS Case Management Services and to define a professional case manager's accountability to the public and to the individuals receiving Ryan White Program, Part B HIV/AIDS Services. These Standards are available at <https://www.oregon.gov/oha/PH/DISEASESCONDITIONS/HIVSTDVIRALHEPATITIS/HIVCARETREATMENT/Pages/cmstdrds.aspx>
 - g. **Support Services:** Support Services include the provision of financial assistance for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in HIV medical care and treatment. Support Services must be provided in accordance with the Support Services Guide.
 - h. **Title XXVI of the Public Health Service (PHS) Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program):** Public Law 111-87, enacted in 1990 and reauthorized in 1996, 2000, 2006 and extended in 2009, which is the federal legislation enacted to address the health care and support service needs of individuals living with the HIV disease and their families in the United States and its territories.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.**

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
Provision of HIV Case Management services to ensure adherence to HIV treatments.	*						X	X				

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not applicable.

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable.

4. Procedural and Operational Requirements.

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

All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- a. Eligibility.** HIV verification, identity, residency, health insurance status and income must be documented within 30 working days from the date of intake. Thereafter, income, health insurance status and residency must be verified annually. Ryan White Program, Part B HIV/AIDS Services may only be delivered to people living with HIV in the LPHA’s defined service area who are active participants in Case Management Services that comply with the requirements of the Standards, and to their affected families of origin or choice. There is no income limit for Case Management services and only clients at or below 300% of the federal poverty level, and meeting criteria in (b) below, are eligible for financial assistance through Support Services. Verification of HIV status may be undertaken only after LPHA obtains the required consent of that individual to the release of HIV-specific information. This documentation may not be released to a third party without further consent of that individual.

b. Certain Limitations on Use of Financial Assistance.

- (1) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may not be used to cover the costs for any item or service covered by other state, federal, or private benefits or service programs. The financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be used as dollars of last resort. LPHA must document in the records of the individual receiving the Ryan White Program, Part B HIV/AIDS Services that the funds are being used in a manner that complies with this subsection.
- (2) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in HIV medical care and treatment and for Support Services that directly benefits the health of, or is related to the HIV positive status of an individual.
- (3) No charges to clients shall be imposed for services rendered under this Program Element.
- (4) Under no circumstances may the financial assistance be used to provide direct cash payments to an individual receiving Ryan White Program, Part B HIV/AIDS Services.
- (5) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may only be used in accordance with the Support Services Guide LPHA, may use up to 10% of the aggregate financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services to cover LPHA's costs of administering its Ryan White Program, Part B HIV/AIDS Services. Alternately, LPHA may submit its Indirect Cost Plan, and use the approved indirect cost rate specified in the plan in lieu of the 10% aggregate. LPHA may permit any of its Subcontractors of Ryan White Program, Part B HIV/AIDS Services, as first-tier contractor, to use up to 10% of the funds paid to that Subcontractor by LPHA for Ryan White Program, Part B HIV/AIDS Services for Subcontractor administrative costs. For purposes of this limitation, the costs of administration include usual and recognized overhead activities, including rent, utilities and facility costs; costs of management oversight of specific programs funded under this subsection, including program coordination, clerical, financial and management staff not directly related to client services; program evaluation; liability insurance; audits; computer hardware/software not directly related to client services; and completion of Ryan White Program data reports and other required reports, to the extent such costs are allowable under applicable OMB cost principles.

c. General Requirements Applicable to all Ryan White Program, Part B HIV/AIDS Services.

Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be budgeted by LPHA in a manner that would reasonably be expected to assure funding availability throughout the Agreement period; and with a priority to "Core Medical Services" as defined within the Support Services Guide. Financial assistance to specific clients must be prioritized based on a client's level of need and in accordance with the Support Services Guide and the Standards.

- (1) All Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement must be delivered consistent with the service priorities set forth in the Support Services Guide. LPHA must use the funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services in accordance with the Care Services Budget approved by and on file at the OHA HIV Care and Treatment program, supplied to the LPHA by the program and incorporated herein by this reference (the "Care Services Budget"). Modifications of the Care Services Budget

may only be made with OHA approval, as reflected in an amendment to this Agreement, duly executed by all parties.

- (2) In the event of any conflict or inconsistency between LPHA's Care Services Budget and the provisions of this Program Element (excluding any attachments), the provisions of this Program Element (excluding any attachments) shall control.
- (3) All Ryan White Program, Part B HIV/AIDS Services must be available and delivered in a culturally and linguistically-appropriate manner and must meet the National Standards on Culturally and Linguistically Appropriate Services (CLAS); specifically the mandates which are the current federal requirements for all recipients of federal funds (Standards 4, 5, 6, and 7 at <https://thinkculturalhealth.hhs.gov/clas/standards>) must be met.
- (4) LPHA must comply with the Americans with Disabilities Act (ADA) requirements and ensure that the facility is accessible by public transportation or provide for transportation assistance to the facility when needed, which may be paid utilizing funds under this Agreement per guidance in Section 4.c.(1) of this Program Element.
- (5) LPHA providing Ryan White Program, Part B HIV/AIDS Services may not solicit or receive payments in kind or cash for purchasing, leasing, ordering, or recommending the purchase, lease or ordering of any goods, facility services or items. Applicable policies must be available upon request.
- (6) LPHA must comply with statute (41 USC 4712), which states that an employee of a contractor, subcontractor, grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by policy, form, or condition of employment. Whistleblowing is defined as making a disclosure that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority related to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant.

d. Case Management & Support Services.

- (1) LPHA must provide Case Management and Support Services in accordance with OAR Division 333, Chapter 022 to all eligible individuals within LPHA's service area who seek such services and must be delivered consistently throughout the period for which financial assistance is awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services.
- (2) LPHA must deliver all Case Management and Support Services in accordance with the Standards.
- (3) LPHA must establish a grievance policy for recipients of Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with funds provided under this Agreement and shall make this policy known to and available to individuals receiving the services.
- (4) All Subcontractors of Ryan White Program, Part B HIV/AIDS Services must obtain, and maintain in the file of the individual receiving the services, appropriately signed and dated releases of information and consents to care for each such individual prior to commencement of services.

- e. **Confidentiality.** In addition to the requirements set forth in Exhibit F, Section 12 “Records Maintenance; Access and Confidentiality” of this Agreement, all Subcontractors of Ryan White Program, Part B HIV/AIDS Services must comply with the following confidentiality requirements:
- (1) No information regarding an individual’s HIV-positive status may be kept or retained on file by a Subcontractor of Ryan White Program, Part B HIV/AIDS Services without documentation of an established “client with service provider” relationship between the Subcontractor and the individual. This relationship is established when a Subcontractor of Ryan White Program, Part B HIV/AIDS Services, at a minimum, engages in an interview or dialog with the individual that results in a specific record being developed relative to prospective services available to that individual.
 - (2) All materials related to the delivery of Ryan White Program, Part B HIV/AIDS Services that contain names or other identifying information of individuals receiving services must be kept in a locked and secure area/cabinet, which allows access only to authorized personnel, and all computers and data programs that contain such information must have restricted access. Staff computers must be in a secure area not accessible by the public, and computer systems must be password protected. Subcontractors of Ryan White Program, Part B HIV/AIDS Services must comply with all county, state and federal confidentiality requirements applicable to the delivery of Ryan White Program, Part B HIV/AIDS Services.
 - (3) Breaches of confidentiality are serious and require immediate action. Therefore, the supervisory or administrative staff of a Ryan White Program, Part B HIV/AIDS Services funded Subcontractor must immediately investigate, evaluate and, if necessary, correct any alleged breaches by its staff of the confidentiality requirements of this Program Element; further, Subcontractor must document the steps it takes to resolve any breaches of confidentiality. All confirmed breaches of the confidentiality requirements of this Program Element must result in appropriate sanctions in accordance with Subcontractor policy and procedure and applicable law. Each Subcontractor of Ryan White Program, Part B HIV/AIDS Services must report to OHA in sufficient detail any confirmed breaches by its staff of the confidentiality requirements of this Program Element within 14 days of Subcontractor’s evaluation of such breaches as described above.
 - (4) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must establish and comply with a written policy and procedure regarding breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee or volunteer for a verified breach of the confidentiality requirements of this Program Element.
 - (5) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must conduct an annual review, and maintain documentation of that annual review, of county, state, and federal requirements regarding the confidentiality of information related to individuals receiving Ryan White Program, Part B HIV/AIDS Services. Subcontractors of Ryan White Program, Part B HIV/AIDS Services must require employees and any non-paid staff (i.e. volunteers) who, in the course of performing their job, have access to such information to have an annual review of the confidentiality requirements and to acknowledge in writing an understanding of such requirements governing this information.

- (6) Subcontractors of Ryan White Program, Part B HIV/AIDS Services must provide an on-site private room or HIPAA-compliant telehealth connection for individuals providing Case Management Services to counsel or interview individuals receiving Ryan White Program, Part B HIV/AIDS Services.

f. LPHA Staffing Requirements and Staff Qualifications.

- (1) LPHA must employ a Registered Nurse trained in the use of the Standards for the delivery of Ryan White Program, Part B HIV/AIDS Services. Any additional staff must also be trained in the use of the Standards.
- (2) LPHA must provide staffing for Case Management Services as identified in the Care Services Budget and in accordance with the Standards.
- (3) All LPHA and Subcontractor staff who provide Ryan White Program, Part B HIV/AIDS Services must attend training sessions and be appropriately trained on the delivery of such services, as reasonably designated by OHA. OHA will inform LPHA of the schedule and locations for the training sessions.
- (4) LPHA must provide an Information Technology (IT) contact to execute and ensure compliance with the RW CAREWare Client Tier Installation Instructions, which are available from OHA upon request.

g. LPHA Fiscal Controls and General Administration.

- (1) LPHA must have appropriate fiscal controls in place for the use and disbursement of financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services. LPHA must document in its files the types of agreement monitoring activities that LPHA will perform with respect to Subcontracts for the delivery of Ryan White Program, Part B HIV/AIDS Services and the projected schedule of such monitoring activities during the term of this Agreement. Required monitoring activities include but are not limited to determining whether the basic elements of the Program, the Standards are being met and taking appropriate action if they are not. LPHA must submit to OHA copies of all Subcontracts for the delivery of Ryan White Program, Part B HIV/AIDS Services during the term of this Agreement. LPHA may not pay the Subcontractor with funds received under this Agreement for this Program Element until OHA has received a copy of the Subcontract. OHA's obligation to disburse financial assistance provided under this Agreement for this Program Element to cover payments on a Subcontract is conditioned on OHA's receipt of a copy of that Subcontract. LPHA must notify OHA in writing of LPHA's process for selecting Subcontractors to provide Ryan White Program, Part B HIV/AIDS Services supported in whole or in part with the financial assistance provided under this Agreement for this Program Element (e.g., competitive request for proposals or sole source award) prior to commencing the selection process.
- (2) LPHA must notify OHA within 10 business days and in writing, of proposed changes, during the term of this Agreement, in the Care Services Budget or in the availability of Ryan White Program, Part B HIV/AIDS Services funded through this Agreement, to include service hours, staffing, professional qualifications of staff, and fiscal management. A revised Care Services Budget must be re-submitted to OHA for approval of changes when applicable.

5. General Revenue and Expense Reporting.

LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. Reporting Requirements.

In addition to the reporting requirements set forth in Exhibit E, Section 6 “Reporting Requirements” of this Agreement, LPHA and any Subcontractors must submit the following reports and information to OHA:

- a. Semi-annual Progress Reports must be submitted no later than January 31 and July 31 for the six-month periods ending December 31 and June 30 in each fiscal year. Semi-annual Progress Reports include a narrative report. Administrative Fiscal Forms are submitted quarterly. Reporting forms and instructions are found here, at www.healthoregon.org/hiv.
- b. LPHA must conduct a local chart review utilizing the approved process and program review tool found here at www.healthoregon.org/hiv. The results of this review will be submitted to the Program not later than October 31st of each fiscal year.
- c. LPHA must conduct an annual audit. LPHA’s receiving federal funds exceeding \$500,000 must comply with the applicable audit requirements and responsibilities set forth in the Exhibit G, Section 7 “Audits”. Verification of the completed audit will be obtained through the Secretary of State Audit Division.
- d. With respect to each individual receiving Ryan White Program, Part B HIV/AIDS Services with funds provided under this Agreement, demographic, service and clinical data must be collected and reported to the OHA by utilizing the HRSA developed software package, RW CAREWare. Data obtained by LPHA must be entered as described in the Oregon RW CAREWare User Guide found at www.healthoregon.org/hiv. Users are required to enter all demographic, service and clinical data fields within 30 days of the date of service. Use of RW CAREWare software and reporting system requires high-speed internet connectivity and must be compliant with the minimum requirements outlined in instructions at <https://hab.hrsa.gov/program-grants-management/careware> and are available upon request. CAREWare 6 has a new user interface that runs on an internet browser.

7. Performance Measures.

If LPHA uses funds provided under this Agreement to support HIV Case Management, the LPHA must operate its program in a manner designed to achieve the following Ryan White Performance Measure goals found here <http://www.healthoregon.org/hiv>:

- a. 90% of clients must have a HIV viral load less than 200 copies/mL at last HIV viral load test.
- b. 90% of clients have a medical visit in the last 12 months.
- c. 90% of medical Case Management clients have an RN care plan developed and/or updated 2 more times a year.

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

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

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

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.¹

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

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

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

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

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.¹
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Equity:** The State of Oregon definition of Equity acknowledges that not all people, or all communities, are starting from the same place due to historic and current systems of oppression. Equity is the effort to provide different levels of support based on an individual's or group's needs in order to achieve fairness in outcomes. Equity actionably empowers communities most impacted by systemic oppression.⁶ Historically underserved and marginalized populations include but are not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc.
- h. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call- down engine that can be activated by state or local HAN administrators.
- i. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- j. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- k. **Hospital Preparedness Program: (HPP)** Grant funding from the U.S. Department of Health and Human Services Administration for Strategic Preparedness & Response (ASPR) in preparing for, responding to, and recovering from the adverse health effects of emergencies and disasters.
- l. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxins, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies, and equipment in the early hours of an ill-defined threat, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- m. **Medical Reserve Corps (MRC):** The Medical Reserve Corps is a network in the U.S. of community-based volunteer units. LPHAs with MRCs have developed these volunteer organizations to help meet the public health needs of their communities.
- n. **MRC-STTRONG:** Applicable only to LPHAs who have successfully been notified of their award as a sub-recipient of OHA's MRC-STTRONG application. STTRONG is an ASPR Cooperative Agreement to strengthen the MRC network – focusing on emergency preparedness, response, and health Equity needs. Funded projects will bolster community response capabilities, building on the invaluable role that the MRC played during our fight against COVID-19.

- o. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁷
- p. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.⁸
- q. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁹
- r. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.
- s. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.
- t. **Regional Emergency Coordinator (REC):** Regional staff that work within the Health Security, Preparedness, and Response section of the Oregon Health Authority. These staff support the Public Health Emergency Preparedness and Response (PHEPR) and Healthcare Coalition (HCC) programs. The PHEPR REC supports local public health authorities' public health emergency preparedness activities and assures completion of required activities as outlined in this PE-12 document.

3. Alignment with Modernization Foundational Programs and Foundational Capabilities.

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

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

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

<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Planning	X	X	X	X	X	X	X	X	X	X	X	X
Partnerships and MOUs	X	X	X	X	X	X	X	X	X	X	X	X
Surveillance and Assessment	X	X	X	X	X	X	X	X	X	X	X	X
Response and Exercises	X	X	X	X	X	X	X	X	X	X	X	X
Training and Education	X	X	X	X	X	X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not applicable

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

a. Engage in activities as described in its approved PHEPR Work Plan and Integrated Preparedness Plan (IPP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.

b. Focus on health Equity by assessing and addressing Equity gaps during all facets of the disaster management cycle (prevention, protection, mitigation, response, recovery) to reduce and/or eliminate disproportionate impacts on historically underserved and marginalized populations, including but not limited to people with Access and Functional Needs and disabilities, racial/ethnic minorities, people who are economically disadvantaged, those whose second language is English, and rural and remote communities, etc. All response plans, procedures, workplans, exercises, or other activities performed under the PE-12 should address disparities and health inequities and work collaboratively with members of affected populations and community-based organizations to identify ways to minimize or eliminate disproportionate impacts and incorporate these solutions into all activities.²

c. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template, which is set forth in Attachment 1, incorporated herein with this reference.

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

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from

which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
 - (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from the PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
 - (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with Attachment 2 (Use of Funds), incorporated herein with this reference and an approved PHEPR budget using the template set forth as Attachments 1 to this Program Element.
 - (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, adding a new line item, or changing the indirect line item by any amount require submission of a revised budget to the Regional Emergency Coordinator (REC) and final receipt of approval from the HSPR fiscal officer.
 - (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
 - (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.
- d. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community-based organizations (CBOs), older adult-serving organizations, and educational agencies and state childcare lead agencies as applicable.¹⁰
- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities or conferences is strongly encouraged.
 - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate is required.
 - (3) LPHA must collaborate with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:¹⁰
 - (a) Prioritizing health Equity as referenced in [Section 4b](#).
 - (b) Coordination with community-based organizations.
 - (c) Development or expansion of child-focused planning and partnerships.
 - (d) Engaging field/area office on aging.
 - (e) Engaging behavioral health partners and stakeholders.

- (4) LPHA shall participate and engage in planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and IPP Blank Template tabs, which OHA has provided to LPHA.
 - (5) LPHA shall participate in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.¹⁰
 - (6) LPHA shall work to develop and maintain a portfolio of community partnerships to support prevention, preparedness, mitigation, response and recovery efforts. Portfolio must include viable contact information from local community-based organizations and community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.
 - (7) As applicable for MRC-STTRONG recipients only, LPHA shall coordinate with the MRC Unit Coordinator, volunteers, the OHA MRC State Program Office, the National MRC Program, community partners, and any other necessary stakeholders for the duration of the MRC-STTRONG project period (June 1, 2023 – May 31, 2025).
 - (8) As applicable for HPP recipients only, LPHA shall coordinate with the HPP Regional Emergency Coordinator at the OHA MRC State Program Office for the duration of the HPP project period (July 1, 2023 – June 30, 2024).
- e. **Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by November 1 of each year or an applicable Due Date based on CDC requirements.¹
- f. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
- (1) At least three broad program goals that address gaps, operationalize plans, and guide the following PHEPR Work Plan activities.
 - (a) Planning
 - (b) Training and education
 - (c) Exercises.
 - (d) Community Education and Outreach and Partner Collaboration.
 - (e) Administrative and Fiscal activities.
 - (2) Activities should include or address health Equity considerations as outlined in [Section 4b](#).
 - (3) Local public health leadership will review and approve PHEPR Work Plans.
- g. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE- 12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required

exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.

h. 24/7/365 Emergency Contact Capability:

- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
 - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites, and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
 - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.²
 - (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.²
 - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
 - (b) Following a quarterly test, LPHA must take any corrective action on any identified deficiency within 30 days of such test or communication drills, to the best of their ability.

i. HAN:

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR REC and the State HAN Coordinator.
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).

- (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.²
 - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.
 - (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
 - (k) Facilitate in the development of the HAN accounts for new LPHA users.
- j. Integrated Preparedness Plan (IPP):** LPHA must annually submit to HSPR on or before August 15, an updated IPP as part of their annual work plan update.¹ The IPP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
 - (2) Address health Equity considerations as outlined in Section 4b.
 - (3) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
 - (4) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align IPPs, as appropriate.
 - (5) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
 - (6) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g., seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g., drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
 - (7) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.

- (8) For an exercise or incident to qualify, under this requirement the exercise or incident must:
- (a) **Exercise:**
- LPHA must:**
- Submit to HSPR REC 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
 - Involve two or more participants in the planning process.
 - Involve two or more public health staff and/ or related partners as active participants.
 - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (b) **Incident:**
- During an incident, LPHA must:**
- Submit LPHA incident objectives or Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
 - Submit to HSPR REC an After-Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (9) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.²
- (10) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,¹ the Public Health Accreditation Board⁹, and the National Incident Management System.⁷ The training portion of the plan must:
- (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable statute.
- (b) Identify and train appropriate LPHA staff¹¹ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- k. Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.⁷

- l. Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.
- (1) LPHA must establish and maintain at a minimum the following plans:
- (a) Base Plan.
 - (b) Medical Countermeasure Dispensing and Distribution (MCMDD) plan.¹²
 - (c) Continuity of Operations Plan (COOP)¹⁰
 - (d) Communications and Information Plan.
- (2) All plans, annexes, and appendices must:
- (a) Be updated whenever an After-Action Report improvement item is identified as requiring a change or biennially at a minimum,
 - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
 - (c) Be functional and operational by June 30, 2023,¹⁰
 - (d) Comply with the NIMS,⁷
 - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
 - (f) Include health Equity considerations as outlined in [Section 4b](#).
- m. MRC-STTRONG:** Any deliverables resulting from this project should recognize ASPR, OHA, and MRC sponsoring organizations for their respective contributions to the body of work.

(1) **Roles and responsibilities**

LPHA shall:

- (a) Manage the approved MRC-STTRONG projects identified in finalized MRC-STTRONG application. Before use of the federal ASPR logo, LPHA must consult with the OHA MRC State Program.
- (b) Participate in an annual OHA MRC State Program check-in: LPHA shall attend two check-in meetings with OHA MRC State Program and other sub-recipients to provide progress reports and engage collaboratively with other units for resource sharing.
- (c) Complete performance measurement and evaluation tasks including the quarterly and annual reporting, LPHA status report (spent/unspent/encumbered), , and annual check-ins with the OHA MRC State Program Office.

(2) **Deliverables:**

- (a) Standard Workplan: LPHA shall populate and maintain a workplan template provided by the OHA MRC State Program Office.
 - This workplan must be referenced during the two annual OHA MRC State Program check-ins to discuss and monitor progress.
 - As applicable, the workplan must integrate steps that incorporate population and membership driven methodologies for resource allocations that center equitable distribution of material or consumable resources and training resources.

- (b) Reporting Requirement: LPHA shall submit all required reports and any additional reporting as requested, throughout the course of the project.
- (c) LPHA shall present monthly to the MRC Unit Coordinator network during the 1st year (7/1/2023-6/30/2024) and at least once to the coordinator in the 2nd year of the project (7/1/2024-6/30/2025), regarding progress or outcomes of their project.
- (d) National preparedness network abstracts: LPHA is *encouraged* to submit abstracts to present at state and national preparedness conferences and other technical assistance resource sharing platforms.
 - **Limitations and Restrictions:** The following special conditions are in place for the Terms and Conditions of funding under this Program Element PE12-04: Purchase of uniforms: These supplies must meet the guidelines established for use as personal protective equipment found in “MRC Safety Equipment Guidelines for MRC-STTRONG Awardees” in Attachment 4 which is incorporated herein with this reference.
 - Uniform components must be returned to the respective unit/program office at the end of the event/project/volunteer tenure. Note: If the federal/ASPR MRC logo is expected to be utilized or placed on any items, please ensure to consult with a member of the MRC- STTRONG Project Team on the logo use guidelines.
- (e) **Change Approval Requirements:** Any deviations from what was approved in the original application (for example, key personnel changes, work plan changes, budget changes) must be reviewed and approved by the OHA MRC State Program Office, Grants Management Specialist and the ASPR’s Project Officer. Contact the OHA MRC State Program Office to initiate workplan/budget changes.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

- a. **MRC-STTRONG:** LPHA have the following expectations for revenue and expense reporting:
 - (1) **Annual Federal Financial Report:** Due to the OHA MRC State Program Office
 - (2) **LPHA Status Report:** Due to the OHA MRC State Program Office no later than March 2, 2025. The LPHA Status Report communicates the status of allocated funds (spent/unspent/encumbered) 3-months prior to end of project period (March 2, 2025). The OHA MRC State Program will provide a reporting template to LPHA.

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and

approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.

- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR REC on at least a minimum of a semi-annual basis.
 - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
 - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a Triennial Review. This Agreement will be integrated into the Triennial Review Process.
- d. **Integrated Preparedness Plan (IPP).** LPHA must annually submit an IPP to HSPR REC on or before August 15. Final approved IPP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR REC 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or an Incident Action Plan to HSPR REC within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After-Action Report / Improvement Plan.** LPHA must submit to HSPR REC an After-Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.
- h. **MRC-STTRONG LPHA Progress Reports:** These required reports aim to capture impact of MRC STTRONG funded activities as they relate to [ASPR Strategic Focus Areas](#), [MRC STTRONG goals](#), and [expanded emergency preparedness and response capabilities](#).
 - (1) **Annual Progress Reports:** If LPHA is funded under this PE12-04, LPHA shall submit annual program reports. As part of the progress report financial information will be reported both per major category of expense and by objective. OHA ASPR will provide a template for these reports.

- (a) Scheduled Due Dates for annual reports from LPHA to the MRC State Program (OHA-PHD):

STTRONG Budget Period	Annual Report Due Date
2023 - 2024	August 1, 2024
2024 - 2025	August 1, 2025

(2) **Quarterly Progress Reports:** LPHA, if funded under this PE12-04 shall submit quarterly program progress reports. As part of the progress report financial information will be reported both per major category of expense and by objective. ASPR will provide a template for these reports.

(a) Scheduled Due Dates for quarterly reports from LPHA to the MRC State Program (OHA-PHD):

BP Quarter	Quarter Period	Quarterly Report Due Date
2023 - 2024 Budget Period		
1	June – August	September 15, 2023
2	September – November	December 15, 2023
3	December – February	March 15, 2024
4	March – May	June 14, 2024
2024 - 2025 Budget Period		
1	June – August	September 13, 2024
2	September – November	December 13, 2024
3	December – February	March 14, 2025
4	March – May	June 13, 2025

(3) **Other MRC-STTRONG Reports:** Additional reports may apply to LPHA’s project. OHA will contact you if it requires additional information to be submitted to ASPR.

(a) **MRC National Website:** For any activities reported in the MRC activity reporting system that are affiliated with your MRC-STTRONG project, please include key words “MRC-STTRONG” in the activity report and/or description.

(b) **Other Reporting Requirements** as identified by OHA throughout the project period.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.¹

ATTACHMENT 1*1

PHEPR Program Annual Budget
County
July 1, 2022 - June 30, 2023

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

* A fillable template is available from a HSPR REC

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

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

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

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

ATTACHMENT 3*

Incident/Exercise Summary Report

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

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

Attachment 4

U.S. Department of Health & Human Services



MRC Safety Equipment Guidelines for MRC-STTRONG Awardees:

Purpose: These guidelines are intended to provide guidance on the purchase and use of Medical Reserve Corps (MRC) personal protective equipment (PPE) and force protection items under the Funding Opportunity: MRC- State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards. These guidelines apply to PPE and force protection purchases with *MRC-STTRONG Awards funding only*.

Important Note: All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

- 1) Safety equipment must fall under the purposes of personal protective equipment, security, and/or identification during a planned or unplanned event where MRC personnel are deployed.
 - a) Personal protective equipment: MRC personnel may need personal protective equipment (PPE) to keep them safe during natural disasters, biological hazards, accidental releases, infectious disease outbreaks, and terrorism events. PPE can be used to minimize worker exposure to hazards, but they are the last line of defense after engineering controls and administrative controls.
 - i) Emergency response-type PPE is classified into four levels, ranging from the most protective (Level A) to the least protective (Level D). Workers must be trained on the conditions that require PPE and the procedures to prevent and reduce exposure, including decontamination and proper disposal procedures. LEVEL A* Highest level of respiratory, skin, and eye protection. LEVEL B* Highest level of respiratory protection with a lower level of skin protection. LEVEL C* Same level of skin protection as Level B, with a lower level of respiratory protection. LEVEL D* No respiratory protection and only minimal skin protection.¹
 - b) Security and Identification: MRC security/identification items should only be used and worn by MRC leadership and volunteers who have been identified and vetted by their housing organization. Wearing MRC-identified items allows MRC personnel to be easily identified during an unplanned or planned event where MRC volunteers are deployed.
- 2) PPE and force protection items must be returned to the originating distribution office or program after the volunteer tenure has ended.
- 3) Purchased items must meet the classifications as described above under PPE and/or must be worn for security or identification purposes. All purchase requests will be reviewed on a case-by-case basis by the HHS Project Officer and Grants Management Specialist and will require pre-approval.

¹ U.S. Department of Labor, Occupational Safety and Health Administration (OSHA): [PPE for Emergency Response and Recovery Workers](#) and [General Description and Discussion of the Levels of Protection and Protective Gear](#)

References

1. Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>
2. Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/ph/About/TaskForce/Documents/public_health_modernization_manual.pdf
58-62
3. U.S. Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals with Access and Functional Needs*. Retrieved from <https://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>
4. Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq.* as amended. Retrieved from <https://www.govinfo.gov/content/pkg/USCODE-2009-title42/html/USCODE-2009-title42-chap126.htm>
5. Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: <https://repository.law.umich.edu/mjlr/vol42/iss1/2>
6. Definition from Office of Governor Kate Brown, State of Oregon Diversity, Equity, and Inclusion Action Plan (August 2021). <https://www.oregon.gov/lcd/Commission/Documents/2021-09-Item-2-Directors-Report-Attachment-A-DEI-Action-Plan.pdf>
7. National Incident Management System Third Edition (October 2017). Retrieved from <https://www.fema.gov/national-incident-management-system>
8. Federal Emergency Management Agency. (December 2020). *National Incident Management System Basic Guidance for Public Information Officers*. Retrieved from https://www.fema.gov/sites/default/files/documents/fema_nims-basic-guidance-public-information-officers_12-2020.pdf
9. Public Health Accreditation Board. Retrieved from <https://phaboard.org/>
10. U.S. Department of Health & Human Services, Centers for Disease Control. (*Public Health Emergency Preparedness (PHEP) Cooperative Agreement*) Retrieved from: <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. 10.
11. Oregon Office of Emergency Management. (2021). *National Incident Management System – Who takes what?* Retrieved from: https://www.oregon.gov/oem/Documents/NIMS_Who_Takes_What_2021.pdf
12. Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

Program Element # 46: Reproductive Health

OHA Program Responsible for Program Element:

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

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

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

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

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

- Definitions Specific to Reproductive Health.**

Not applicable.

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

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

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

Gaps and Barriers to RH Services		X		*			X	X	X			
Programmatic and/or Policy Solutions		X		*			X	X		X	X	

b. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:

Not Applicable

c. The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:

Not Applicable

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

a. LPHA must deliver all PE 46 activities supported in whole or in part with funds provided under this Agreement in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Title X Program Requirements, and OPA Program Policy Notices (PPN).

b. LPHA must develop and engage in activities as described in its Local Program Plan as follows:

(1) The Local Program Plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.

(2) The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element, that meet the needs of their specific community.

(3) The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.

(4) The Local Program Plan must outline how LPHA intends to ensure access to reproductive health services through meaningful community engagement and partnerships and the development of responsive policies and programmatic actions.

(5) The Local Program Plan must be submitted to OHA by June 15th of each year for OHA approval.

(6) OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to reproductive health services.

c. LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15th of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

LPHA must provide an annual plan and budget; a mid-year progress report; and a final report with documentation.

7. **Performance Measures.**

Not applicable

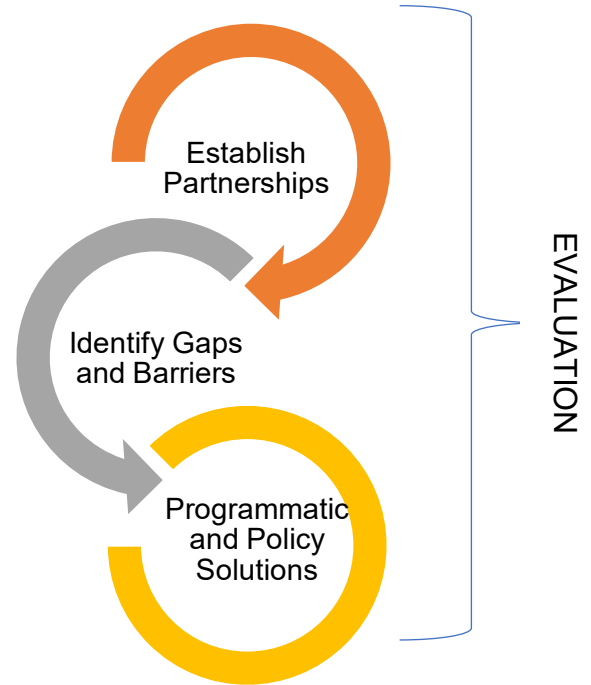
Attachment 1
Reproductive Health Program – FY 24 Local Program Plan Guidance
Community Partnerships and Assurance of Access to Reproductive Health Services

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

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

Instructions

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



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

Program Component 1: Partnerships and Community Engagement

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

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

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

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

Program Component 1 – Example Objectives:

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

Program Component 2: Gaps and Barriers to RH Services

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

Program Component 2 - Example Objectives:

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

Program Component 3: Programmatic and/or Policy Solutions

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

Program Component 3 - Example Objectives:

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

Attachment 2
Local Program Budget Template

OREGON HEALTH AUTHORITY
Program Element #46
Reproductive Health Program

Fiscal Year: _____

Organization Name: _____

Budget period From: _____ **To:** _____

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

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

Prepared by (print name)

_____ Email

_____ Telephone

ATTACHMENT B
Exhibit C
Financial Assistance Award (FY25)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Deschutes County Street: 2577 NE Courtney Dr. City: Bend State: OR Zip: 97701-7638	2) Issue Date Monday, July 15, 2024	This Action Amendment
	3) Award Period From July 1, 2024 through June 30, 2025	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$255,927.00	\$0.00	\$255,927.00
PE01-12	ACDP Infection Prevention Training	\$0.00	\$1,517.82	\$1,517.82
PE07	HIV Prevention Services	\$3,023.19	\$0.00	\$3,023.19
PE08-01	Ryan White B HIV/AIDS: Case Management	\$0.00	\$222,198.00	\$222,198.00
PE08-02	Ryan White B HIV/AIDS: Support Services	\$0.00	\$101,692.00	\$101,692.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$0.00	\$108,388.00	\$108,388.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$476,491.43	\$0.00	\$476,491.43
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$36,014.00	\$0.00	\$36,014.00
PE40-01	WIC NSA: July - September	\$203,854.00	\$0.00	\$203,854.00
PE40-02	WIC NSA: October - June	\$611,561.00	\$0.00	\$611,561.00
PE40-05	Farmer's Market	\$7,634.00	\$0.00	\$7,634.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$0.00	\$19,001.00	\$19,001.00
PE42-04	MCAH Babies First! General Funds	\$21,120.00	\$0.00	\$21,120.00
PE42-11	MCAH Title V	\$70,252.00	\$0.00	\$70,252.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	MCAH Oregon Mothers Care Title V	\$62,511.00	\$0.00	\$62,511.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$222,328.00	\$0.00	\$222,328.00
PE44-01	SBHC Base	\$0.00	\$360,000.00	\$360,000.00
PE44-02	SBHC - Mental Health Expansion	\$412,154.00	\$0.00	\$412,154.00
PE46-05	RH Community Participation & Assurance of Access	\$0.00	\$24,383.97	\$24,383.97
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$122,311.00	\$0.00	\$122,311.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$451,995.00	\$31,984.95	\$483,979.95
PE51-02	Regional Partnership Implementation	\$878,978.00	\$0.00	\$878,978.00
PE63	MCAH LPHA Community Lead Organizations	\$50,000.00	\$289,699.00	\$339,699.00
PE73	HIV Early Intervention and Outreach Services	\$462,782.00	\$0.00	\$462,782.00
PE79	MRC-STTRONG (changing from PE12-04 in SFY25)	\$159,245.00	\$0.00	\$159,245.00
		\$4,508,180.62	\$1,158,864.74	\$5,667,045.36

Comments and footnotes on following page.

5) Foot Notes:	
PE07	07/2024: SFY25 1-month funding allocation for July 2024; funds to be spent by 07/31/2024.
PE36	7/2024: Funding available 7/1/24-9/30/24
PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.

6) Comments:	
PE40-01	7/2024: Funds available 7/1/24-9/30/24. Must spend \$40,771 on Nutrition Ed, \$7,259 on BF Promotion
PE40-02	7/2024: Funds available 10/1/24-6/30/25. Must spend \$122,312 on Nutrition Ed, \$21,776 on BF Promotion
PE46-05	7/15/2024: Award Available 7/1/24-3/31/25 only.
PE63	7/15/2024: Prior comment null and void. 07/2024: SFY25 \$50,000 Newborn Nurse Home visiting
PE79	07/2024: SFY25 Fund must be spent by 05/31/2025

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

ATTACHMENT C

Exhibit J

Information required by CFR Subtitle B with guidance at 2 CFR Part 200 (FY25)

PE01-12 ACDP Infection Prevention Training

Federal Award Identification Number:	6NU50CK000541
Federal Award Date:	10/13/23
Budget Performance Period:	08/1/2023-07/31/2026
Awarding Agency:	CDC
CFDA Number:	93.323
CFDA Name:	Epidemiology & Laboratory Capacity for Infectious Diseases (ELC)
Total Federal Award:	531508255
Project Description:	Oregon 2020 Epidemiology & Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Zoe Kaplan
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53867
Index:	50401

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$1,517.82	\$1,517.82

PE12-01 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TU000054
Federal Award Date:	06/11/24
Budget Performance Period:	07/01/2024-06/30/2025
Awarding Agency:	CDC
CFDA Number:	93.069
CFDA Name:	Public Health Emergency Preparedness
Total Federal Award:	8465953
Project Description:	Public Health Emergency Preparedness (PHEP) Cooperative Agreement
Awarding Official:	Rachel M Forche
Indirect Cost Rate:	17.79
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	53564
Index:	50407

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$108,388.00	\$108,388.00

PE46-05 RH Community Participation & Assurance of Access

Federal Award Identification Number:	FPHPA006556
Federal Award Date:	03/19/24
Budget Performance Period:	04/01/2024-03/31/2025
Awarding Agency:	DHHS
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	4960500.81
Project Description:	Oregon Reproductive Health Program
Awarding Official:	Tisha Reed
Indirect Cost Rate:	17.79%
Research and Development (T/F):	FALSE
HIPPA	No
PCA:	52789
Index:	50333

Agency	UEI	Amount	Grand Total:
Deschutes	SVJRCF7JN519	\$24,383.97	\$24,383.97

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: IGA 180009-12 _____, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Deschutes County _____ by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 11, 2024

SUBJECT: Approval of Resolution No. 2024-040 adopting a supplemental budget and increasing appropriations in the Health Services Fund

RECOMMENDED MOTION:

Move approval of Resolution No. 2024-040 increasing appropriations within the 2024-25 Deschutes County Budget relating to the acceptance of a PacificSource Community Capacity Building grant.

BACKGROUND AND POLICY IMPLICATIONS:

On August 14, 2024, the Board approved accepting a Community Capacity Building grant from PacificSource in the amount of \$475,210. Acceptance of these grant funds requires a supplemental budget adjustment to recognize the revenue and increase appropriations within the Health Services Fund.

BUDGET IMPACTS:

Recognize grant revenue of \$475,210 and increase Program Expense appropriations by \$283,193 and Contingency by \$192,017 within the Health Services Fund.

ATTENDANCE:

Cam Sparks, Budget and Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing Appropriations *
Within the 2024-25 Deschutes County * RESOLUTION NO. 2024-040
Budget *

WHEREAS, Deschutes County Health Services presented to the Board of County Commissioners on 8/14/24, with regards to a PacificSource Community Capacity Building grant, and

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

WHEREAS, it is necessary to recognize Grant revenue and increase Program Expense appropriations by within the Health Services fund; now, therefore,

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

Section 1. That the following revenue be recognized in the 2024-25 County Budget:

<u>Health Services</u>	
Private Grant	\$ 475,210
Health Services Total	<u>\$ 475,210</u>

Section 2. That the following amounts be appropriated in the 2024-25 County Budget:

<u>Health Services</u>	
Program Expense	\$ 283,193
Contingency	<u>192,017</u>
Health Services Total	<u>\$ 475,210</u>

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

DATED this _____ day of September, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Appropriation of New Grant

REVENUE

Line Number							Current Budgeted Amount	To (From)	Revised Budget
Item	Project Code	Segment 2	Org	Object		Description			
	HSADMIN	HS1CCBF	2743151	365001		Grants - Private	-	475,210	475,210
							-	-	-
TOTAL							-	475,210	475,210

APPROPRIATION

Line Number					Category	Description	Current Budgeted Amount	To (From)	Revised Budget
Item	Project Code	Segment 2	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)			
	HSADMIN	HS1CCBF	2743151	410101	Pers	Regular Employees	-	108,414	108,414
	HSADMIN	HS1CCBF	2743152	420301	Pers	FICA	-	8,294	8,294
	HSADMIN	HS1CCBF	2743153	420101	Pers	Health-Dental Ins	-	28,252	28,252
	HSADMIN	HS1CCBF	2743154	420201	Pers	PERS Employee-Employer	-	25,911	25,911
	HSADMIN	HS1CCBF	2743155	420601	Pers	Life-Long Term Disability	-	148	148
	HSADMIN	HS1CCBF	2743156	420501	Pers	Unemployment Insurance	-	314	314
	HSADMIN	HS1CCBF	2743157	420401	Pers	Workers' Comp	-	53	53
	HSADMIN	HS1CCBF	2743158	420801	Pers	Paid Leave Oregon	-	434	434
	HSADMIN	HS1CCBF	2743159	460610	M&S	Computers & Peripherals	-	43,435	43,435
	HSADMIN	HS1CCBF	2743160	450310	M&S	Communication - Pager/Phone	-	9,000	9,000
	HSADMIN	HS1CCBF	2743161	440350	M&S	Software Maint Agreement	-	22,000	22,000
	HSADMIN	HS1CCBF	2743162	490501	M&S	indirect (15%)	-	36,938	36,938
	HSADMIN	HS1CCBF	2743163	501971	Contingency	Contingency	-	192,017	192,017
							-	-	-
TOTAL							-	475,210	475,210

Grant covers 1.0 FTE existing Clinical Information Systems Analyst with 5% Lead Pay as well as 0.1 FTE Snr. Quality Analyst for 18 months. In addition, grant funds will support the purchase of appx. 35 tablets, a platform build to support the community program, and corresponding data plans for those used in the field. Funds will be dispersed to Deschutes County Health Services in one lump sum by August 31, 2024, and must be spent no later than July 31, 2027.

Fund:
Dept:
Requested by:
Date:

274
Health Services
Cheryl Smallman
8/8/2024



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 11, 2024

SUBJECT: Approval of Document No. 2024-746, authorizing the purchase of three dump trucks from Gordon Truck Centers

RECOMMENDED MOTION:

Move approval of Document No. 2024-746, authorizing the purchase of three dump trucks from Gordon Truck Centers.

BACKGROUND AND POLICY IMPLICATIONS:

Within the FY25 Budget, the Board approved the purchase of three 12/15 yard dump trucks consisting of truck chassis with dump box, plow bumper, hydraulics, and controls. The trucks will replace three 1995 Volvo trucks. The new trucks will serve as part of the Road Department’s front line road maintenance fleet supporting maintenance operations including chip seal, patching, shoulder maintenance, aggregate hauling and stock piling, equipment hauling, and winter plowing and sanding.

Procurement will occur using the Washington State DES contract #03920.

BUDGET IMPACTS:

The combined purchase price of \$854,946.11 is under the budgeted amount and will be funded via the Road Department’s Building/Equipment Fund (330) in FY25.

ATTENDANCE:

Randy McCulley, Road Department – Fleet Division Manager



FREIGHTLINER of HAWAII

GORDON TRUCK CENTERS DEALER FAMILY

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name Deschutes Co Public Works Order Date 2 / 19 / 2024
Address 61150 SE 27th St Estimated Delivery Date 9 / 15 / 2024
City Bend State OR Zip 97702 Sales Rep Mark Christie
Business Phone (541) 322-7125 Cell Phone Customer Email

Quantity Ordered 3
Base Price Per Unit \$ 283,454.00
Federal Excise Tax Per Unit \$ 0.00
Subtotal Price Per Unit \$ 283,454.00
Additional Description
2025 WS 47X chassis w/ PTW installed dump box,
plow bumper, & controls per PTW quote #3841
Washington State DES contract #03920
Additional Items Per Unit (Not included in base price)
Administration Fee \$ 800.00
Title/Transfer Fee Per Unit \$
Trip/Fuel Permit Per Unit \$
Subtotal: \$ 851,162.00
Sales Tax Rate: 0.445 % \$ 3,784.11
Less: Deposit \$ 0.00
Less: Cash Down Payment \$ 0.00
Less: Net Trade-in Allowed \$ 0.00
Unpaid Balance \$ 854,946.11
(DUE ON DELIVERY)

Stock Number TBD
VIN Number TBD
Year 2025 Color white
Make Western Star
Model 47X
Tractor/Truck/Trailer

TRADE IN: CONDITION REPORT REQUIRED

Year N/A Make N/A Model N/A
Body Type Color
VIN Number
Loan Balance Owed To
Address
City State Zip
Trade Allowance \$
Balance Owing \$
Equity \$ 0.00

SALES LOCATION

- Nampa, ID (208) 461-4751
Mt. Vernon, WA (877) 848-0472
Pacific, WA (800) 282-0699
Olympia, WA (855) 245-4635
Ridgefield, WA (360) 887-7562
Spokane, WA (888) 744-0390
Union Gap, WA (800) 378-9478
Hermiston, OR (800) 657-5408
La Grande, OR (800) 843-1195
Coburg, OR (541) 225-2030
Redmond, OR (541) 548-7497
Medford, OR (541) 779-4622
Kapolei, HI (808) 682-4315
Redding, CA (530) 241-4412

Signature X
Date X

VEHICLE PURCHASE AGREEMENT

Buyer's Name Deschutes Co Public Works
Sales Rep Mark Christie

Order Date 2 / 19 / 2024

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

PRICE INCREASES: Prices are subject to change in the event of manufacturer-imposed surcharges or price increases. Purchasers will receive written notice of any price increase and given no less than 14 calendar days to accept the price increase or cancel the order at no charge.

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

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

GORDONTRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:

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

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

Purchaser's Acceptance

Purchaser's Name (Please Print) Deschutes Co Public Works
Name of Authorized Representative _____
Title of Authorized Representative _____

Signature of Authorized Representative X _____
Date _____ X _____

Gordon Truck Centers Inc.	
Accepted This Date By:	
X <u>Todd Strung</u>	_____, Sales Manager
Date <u>2/19/24</u>	



COOPERATIVE MASTER CONTRACT FOR CATEGORIES A& C (PURCHASE OF VEHICLE)

No. 03920

CAB & CHASSIS TRUCKS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

GORDON TRUCK CENTERS CENTERS, INC

Dated February 18th,2022

COOPERATIVE MASTER CONTRACT FOR CATEGORY A& C
No. 03920
CAB & CHASSIS TRUCKS

This Cooperative Master Contract (“Cooperative Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Gordon Truck Centers Inc, a Washington Corporation (“Contractor”) and is dated and effective as of March 1st, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Master Contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these Cooperative Master Contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing Cooperative Master Contracts, by category, for certain specified Cab and Chassis Trucks as well as parts and service/repairs pertaining to such Cab and Chassis Trucks. The Cooperative Master Contracts are designed to enable eligible purchasers to procure such goods/services from awarded Contractors in a cost-effective, efficient manner using the terms and conditions of a Cooperative Master Contract. The Cooperative Master Contract is limited to the above-referenced categories. To maximize state resources, awarded Contractors for Category A and C must utilize Washington’s Contract Automobile Request System (CARS) to list and sell Cab and Chassis Trucks to eligible purchasers.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 03920 dated November 22nd, 2021. The Competitive Solicitation was structured to meet purchaser needs and designed to result in multiple awards, by manufacturer, for specified Cab and Chassis Trucks.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- E. Enterprise Services has determined that entering into this Cooperative Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Cooperative Master Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Cooperative Master Contract is thirty-six (36) months, commencing March 1st, 2022 and ending February 28th, 2025; *Provided*, however, Enterprise Services may extend the term of the Cooperative Master Contract, by written amendment, for up to thirty-six (36) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Cooperative Master Contract. To earn the performance-based Cooperative Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Cab & Chassis Trucks Turn around:	Contractor shall deliver 90% of vehicles within 15 days of original estimated delivery.
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Cooperative Master Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Vendor Management Fee:	<p>Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF).</p> <p><i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Cooperative Master Contract term, Contractor will not be eligible for a performance-based extension.</p>
Cooperative Master Contract Sales Reports:	<p>Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Cooperative Master Contract quarterly sales reports.</p> <p><i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Cooperative Master Contract term, Contractor will not be eligible for a performance-based extension.</p>

- 2. ELIGIBLE PURCHASERS.** This Cooperative Master Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):
- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. MCUA PARTIES. Any of the following types of entities that have executed a Cooperative Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Cooperative Master Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Cab and Chassis Trucks* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Cooperative Master Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Cab and Chassis Trucks*.

- (a) Goods. For purposes of this Cooperative Master Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Cooperative Master Contract and as identified in the Purchase Order.
- (b) Services. For purposes of this Cooperative Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Cooperative Master Contract and as identified in the Purchase Order.
- (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Cooperative Master Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE’S ABILITY TO MODIFY SCOPE OF COOPERATIVE MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Cooperative Master Contract; *Provided*, however, that any such

modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Cooperative Master Contract.

- 3.3. MODEL YEARS. Contractor will be allowed to add new model year Cab and Chassis Trucks to the contract and once this addition occurs, contractor shall notify the procurement coordinator. Options shall be added or deleted as available from the manufacturer. This information shall be made available on the Contract Automobile Request System ([CARS](#)).
 - 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Cooperative Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services*.
 - 3.5. COOPERATIVE MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Cooperative Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Cooperative Master Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Master Contract and at the time any order is placed pursuant to this Cooperative Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Cooperative Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Cooperative Master Contract.
 - 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Cooperative Master Contract and the three (3) year period immediately preceding the award of the Cooperative Master Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor's Bidder's Certification.
- 4.9. CERTIFIED VETERAN-OWNED BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Certified Veteran-Owned Business as defined and set forth in Contractor's Bidder's Certification.
- 4.10. VEHICLE RESELLER BUSINESS LICENSE. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor is licensed to sell vehicles in the state of Washington. Contractor shall maintain this license for the duration of the Cooperative Master Contract.
- 4.11. AUTHORIZED DEALER/DISTRIBUTOR/SERVICE REPRESENTATIVE. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor is an authorized Dealer and Service Representative for a Manufacturer of Cab and Chassis Trucks. Contractor shall maintain this certification for the duration of the Cooperative Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized service provider or product reseller.
- 4.12. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Cooperative Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity

(federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.13. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.14. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Cooperative Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.15. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.16. **COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Cooperative Master Contract with eligible Purchasers and to ensure that those entities that utilize this Cooperative Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.17. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Cooperative Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.18. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Cooperative Master Contract.
- 4.19. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Cooperative Master Contract.
- 4.20. **COOPERATIVE MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Cooperative Master Contract or a similar contract, is transitioned to another contractor (e.g., Cooperative Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60)

calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Cooperative Master Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. **GOODS WARRANTY.** Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later (“Goods Warranty Period”), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Cooperative Master Contract; and (e) are produced and delivered in full compliance with applicable law (“Goods Warranty”). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser’s property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser’s election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor’s Goods Warranty support shall include, at Contractor’s sole expense, all technical support, parts, materials and equipment, and labor, including freight and “in/out” costs required to address the defect. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
- 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser’s election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services (“IT Goods” and “IT Services”, respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door,

or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party (“IT Warranty”). The IT Warranty will expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser’s election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser’s option, Purchaser will offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 6. SAFETY; SECURITY.** Contractor’s failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.
- 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets (“MSDS”) at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

- 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Cooperative Master Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Cooperative Master Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Cooperative Master Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Cooperative Master Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Cooperative Master Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE COOPERATIVE MASTER CONTRACT – PURCHASES.

- 8.1. CONTRACT AUTOMOBILE REQUEST SYSTEM (CARS). Contractor shall list authorized Cab and Chassis Trucks on Washington's Contract Automobile Request System (CARS), or, if replaced, the then current platform, and Eligible Purchasers shall purchase such Cab and Chassis Trucks through CARS. Contractor shall not sell any Cab and Chassis Trucks pursuant to this Cooperative Master Contract outside of CARS.
- 8.2. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Cooperative Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All Purchase Orders must reference the Cooperative Master Contract number. The terms of this Cooperative Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Cooperative Master Contract.
- 8.3. PERFORMANCE AND DELIVERY REQUIREMENTS. Contractor must ensure that the Goods/Services are delivered or provided as required by this Cooperative Master Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Cooperative Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Master Contract shall be identified by the Cooperative Master Contract number set forth on the cover of this Cooperative Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
 - (d) Contractor must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8 a.m. to 5 p.m. PST
- 8.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Cooperative Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and

refuse acceptance of Goods and/or Services that are not in accordance with this Cooperative Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

- 8.5. TRAINING. Equipment Supplier shall provide on-site instructor(s) to conduct eight (8) hours of operator training per unit delivered and eight hours of repair technician training per unit delivered if requested. During the eight-hour training period, the length and number of the training session(s) required may vary based on the equipment's complexity and personnel experience levels. Training session(s) may be less than eight (8) hours should the WSDOT on-site supervisor, or Equipment Training Manager determines that all personnel have completed training and the Supplier's training obligation has been fulfilled. The training session(s) shall include, but not be limited to, the below-listed items.
- (a) Operator training will be designed to familiarize personnel with the controls, safety features, operating characteristics, and operator checks and services.
 - (b) Operator training may include teaching operators shifting, acceleration, and braking techniques to maximize operational effectiveness of the unit's power train configuration for equipment so configured.
 - (c) Mechanic training shall be designed to familiarize service and repair technicians with preventative maintenance checks and services, system diagnostics procedures, repairs, adjustments, and any unique requirements associated with the entire unit.
 - (d) All training shall be scheduled and coordinated with the ship-to address. Coordination will include dates, times, location, number of students per session, number of sessions required, facilities, training equipment, and material.
 - (e) Qualified individuals shall conduct training sessions. "Qualified" means that the trainer must have a high level of knowledge and experience relating to the type of equipment offered or purchased.
 - (f) Person(s) conducting the operator training session(s) must have a minimum of one year of experience operating the unit for which training is being conducted or a factory/manufacture certified trainer.
 - (g) Person(s) conducting repair technician training session(s) must have at least one year of experience in preventive maintenance and repair performance on the unit for which the training is being conducted or a factory/manufacture certified trainer.
 - (h) An on-site Supervisor or the Equipment Training Manager will evaluate training sessions, who shall determine whether or not the training was adequate. If the training is deemed inadequate, the Supplier agrees to conduct additional training sessions, at no cost to the customer, to the satisfaction of the customer.

9. INVOICING & PAYMENT.

- 9.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Cooperative Master Contract. Such invoices shall itemize the following:
- (a) Cooperative Master Contract No. 03920.
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
 - (c) Contractor's Federal Tax Identification Number;
 - (d) Date(s) of delivery;
 - (e) Applicable Goods and/or Services;
 - (f) Invoice amount; and
 - (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Cooperative Master Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Master Contract. Failure to do so shall constitute breach of this Cooperative Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Master Contract. Enterprise Services' contract administrator shall provide Cooperative Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Gideon Simukonda
 Washington Dept. of Enterprise
 Services
 PO Box 41411
 Olympia, WA 98504-1411
 Tel: (360) 407-9286
 Email:
DESContractsTeamMaple@des.wa.gov.

Contractor

Attn: Doug Wakefield
 Gordon Truck Centers, Inc
 277 Stewart Rd. SW
 Pacific, WA 98047
 Tel: (800) 523-8014
 Email:
doug.wakefield@westernstarnw.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Cooperative Master Contract.

- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise
 Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email:
greg.tolbert@des.wa.gov

Contractor

Attn: Doug Wakefield
 Gordon Truck Centers, Inc
 277 Stewart Rd. SW
 Pacific, WA 98047
 Tel: (800) 523-8014
 Email:
doug.wakefield@westernstarnw.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. COOPERATIVE MASTER CONTRACT SALES REPORTING. Contractor shall report total Cooperative Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Cooperative Master Contract Sales Reporting System. Contractor shall report quarterly Cooperative Master Contract sales in Enterprise Services' Cooperative Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Cooperative Master Contract. If there are no Cooperative Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Cooperative Master Contract Sales Reporting. Quarterly Cooperative Master Contract Sales Reports must be submitted electronically by the following deadlines for all Cooperative Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	COOPERATIVE MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Cooperative Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$\text{Amount owed to Enterprise Services} = \text{Total Cooperative Master Contract sales invoiced (not including sales tax)} \times .015.$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Cooperative Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Cooperative Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Cooperative Master Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Cooperative Master Contract sales, to submit a timely Cooperative Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Cooperative Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum

of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Cooperative Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 11.3. ANNUAL COOPERATIVE MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Cooperative Master Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Cooperative Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Cooperative Master Contract.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Master Contract or Purchase Orders placed by a Purchaser under this Cooperative Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Cooperative Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be

required to pay to Enterprise Services \$500 x 1.25 = \$625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 13.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser’s behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Cooperative Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor’s indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers’ compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Cooperative Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor’s risks. Contractor shall pay for all damage to any Purchaser’s property resulting directly or indirectly from Contractor’s acts or omissions under this Cooperative Master Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees (collectively “Claims”) arising out of Contractor’s or its successors’, agents’, or subcontractors’ negligence, other tortious fault, or intentional misconduct under this Cooperative Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor’s liability, including a limitation of

liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Cooperative Master Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

- 15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Cooperative Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. **TERMINATION.** This Cooperative Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Cooperative Master Contract; and (c) as otherwise expressly provided for in this Cooperative Master Contract. This Cooperative Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Cooperative Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Cooperative Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the

terms of this Cooperative Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Cooperative Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Cooperative Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Cooperative Master Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Cooperative Master Contract that is executed prior to expiration of this Cooperative Master Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Cooperative Master Contract.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Cooperative Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Cooperative Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Cooperative Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Cooperative Master Contract.
- 16.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Cooperative Master Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Master Contract;
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Master Contract immediately by written cure notice of any default. Suspension shall continue until the default

is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Cooperative Master Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Cooperative Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Cooperative Master Contract. Any limitation of either party's obligations under this Cooperative Master Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Cooperative Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written

notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Cooperative Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Cooperative Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Master Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Cooperative Master Contract.

- 18.3. ENTIRE AGREEMENT. This Cooperative Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Cooperative Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Master Contract and that its execution, delivery, and performance of this Cooperative Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Cooperative Master Contract. Contractor and its employees or agents performing under this Cooperative Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Cooperative Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Master Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in

Washington for the purpose of carrying out Contractor's obligations under this Cooperative Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Cooperative Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.
- 18.12. SEVERABILITY. If any provision of this Cooperative Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Master Contract, and to this end the provisions of this Cooperative Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Master Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Master Contract, nor shall any purported oral modification or rescission of this Cooperative Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Master Contract shall survive and remain in effect following the expiration or termination of this Cooperative Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Cooperative Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Cooperative Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Cooperative Master Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve

the objectives and purposes of this Cooperative Master Contract. Each party hereto and its counsel has reviewed and revised this Cooperative Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Master Contract. Each term and provision of this Cooperative Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Master Contract.
- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Master Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Master Contract nor the meaning of any provisions hereof.
- 18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Cooperative Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Master Contract or such other ancillary agreement for all purposes.
- 18.23. COUNTERPARTS. This Cooperative Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

GORDON TRUCK CENTERS, INC, A
WASHINGTON CORPORATION

By: _____
Chad Irwin
Its: Procurement Supervisor

By: _____
Doug Wakefield
Its: Authorized Representative

EXHIBIT A

INCLUDED GOODS/SERVICES

Technical Requirements. (ICE) Freightliner



Exhibit B-1
Technical Requireme

Technical Specifications Western Star WA DOT 47X



Exhibit B-1
Technical Specificati

Technical Specifications Western Star WA DOT 49X



Exhibit B-1
Technical Specificati

Exhibit B

PRICES FOR GOODS/SERVICES

Category A Internal Combustion Engine

Make	Class	4x2 (% Discount Total)	6x4 (% Discount Total)	4x4 (% Discount Total)
Freightliner	Class 6	40.10%		
Freightliner	Class 7	40.10%		
Freightliner	Class 8	40.10%	40.25%	40.10%
Western Star	Class 7	38.65%		
Western Star	Class 8	38.65%	38.65%	38.65%

Category C Electric Vehicle

Make	Class	4x2 (% Discount Total)	6x4 (% Discount Total)	4x4 (% Discount Total)
Freightliner	Class 6	40.75%		

Exhibit C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor’s sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance written under ISO Form CG 00 01 with minimum limits of \$5,000,000 per occurrence and in the aggregate for each one-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$5,000,000 per occurrence and in the aggregate. The Commercial General Liability Insurance policy shall include coverage for: (a) blanket contractual liability; (b) premises operations; and (c) products and completed operations for a period of five (5) years following acceptance of the work / expiration or termination of the Cooperative Master Contract.
 - b. **WORKERS’ COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers’ Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS’ LIABILITY (STOP GAP) INSURANCE.** Employers’ liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor’s insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington’s Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best’s Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative

Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Master Contract
Insurance Certificate
Cooperative Master Contract No. 03920 – Cab and Chassis Trucks
Attn: Gideon Simukonda
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamMaple@des.wa.gov
Note: For Email notice, the Email Subject line must state:
**Cooperative Master Contract Insurance Certificate –
Cooperative Master Contract No. 03920 – Cab and Chassis Trucks**

- 5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
- 6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
- 7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
- 8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such

written notice shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.

- 9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Master Contract.

* * * END OF INSURANCE REQUIREMENTS * * *



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 11, 2024

SUBJECT: AS THE GOVERNING BODY FOR SUNRIVER SERVICE DISTRICT:
Approval of Order No. 2024-035, appointing an Ex-Officio member of the Managing Board

RECOMMENDED MOTION:
Board approval (as the Governing Body for Sunriver Service District) of Order No. 2024-035, appointing Randy Schneider as the Ex-Officio member of the Managing Board, per his nomination by the Sunriver Owners Association.

BACKGROUND AND POLICY IMPLICATIONS:
The restated Management Agreement designates an ex-officio board position on the Managing Board for the Sunriver Service District. The Sunriver Owners Association has nominated Randy Schneider. Though not required, the Managing Board supports the nomination. Order No. 2024-035 will make the appointment and set the associated term.

BUDGET IMPACTS:
None

ATTENDANCE:
Legal

REVIEWED

LEGAL COUNSEL

09/11/2024 Item #6.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT

An Order Appointing Ex-Officio Board Position: *
Randy Schneider. * ORDER NO. 2024-035
*
*

WHEREAS, the Restated Sunriver Service District Management Agreement (No. 2024-395) provides for the appointment of an ex-officio member nominated by the Sunriver Owners' Association (SROA); and

WHEREAS, SROA has nominated Randy Schneider for consideration by the Governing Body; and

WHEREAS, though not required, the Managing Board for the Sunriver Service District has reviewed the SROA nomination and is supportive; now therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT ORDERS as follows:

Section 1. The SROA nomination of Randy Schneider to hold an ex-officio position on the Sunriver Service District Managing Board is accepted and approved.

Section 2. The ex-officio term of Randy Schneider, unless shortened or extended by subsequent Order of the Governing Body, shall be for the length of his continuing service on the SROA Board. Upon ending service on the SROA Board, the ex-officio term of Randy Schneider on the Managing Board automatically terminates.

Section 2. This Order is effective upon signing.

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



Sunriver Service District

541-593-8622
 ssdadmin@sunriversd.org
 57475 Abbot Dr, Sunriver
 PO Box 2108, Sunriver, OR 97707



MEMORANDUM

Date: September 3rd, 2024

To: Sunriver Service District Governing Board

From: Jim Fister, Chair, Sunriver Service District Managing Board

RE: Sunriver Owners Ex-Officio Position

Based on our recently revised management agreement that governs the Sunriver Service District (SSD), the Sunriver Owners Association (SROA) has been granted an Ex-Officio board position with the District. We are pleased that SROA continues to show interest in participating in the SSD governance.

The SSD was informed by SROA that the board selected Randy Schneider to represent SROA as the Ex-Officio member. Mr. Schneider is a long-time Sunriver resident and is newly elected to the board. Mr. Schneider is highly qualified based on his background, and he will likely be a strong representative for Sunriver overall as well as the owners. While the SSD Board agreed with the SROA Board that we would pass any name without objections for approval, we do feel that he is an ideal candidate, and we enthusiastically support his appointment.

In my discussions with Counselor Doyle, we recognized that the management agreement does not specify any terms of service for the Ex-Officio members. We would suggest that the Governing Board appoint Mr. Schneider, "for the length of his service on the Sunriver Owners' Board." This provides maximum flexibility for both the SSD and SROA.

The Sunriver Service District is grateful to Deschutes County for its support of public safety in Sunriver. We remain committed to being a model agency for the county.

Sincerely,

Jim Fister, representing the Sunriver SD



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 11, 2024

SUBJECT: Authorization to submit an application for Oregon Health Authority's Alcohol/Overdose Strategic Prevention Framework-Partnerships for Success grant

RECOMMENDED MOTION:

Move to authorize the application for a Oregon Health Authority's Alcohol/Overdose Strategic Prevention Framework Partnerships for Success grant.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority (OHA) is requesting proposals for its Alcohol/Overdose Strategic Prevention Framework Partnerships for Success project. Funding for this project is provided by a federal grant to OHA by the Substance Abuse and Mental Health Services Administration (SAMHSA). SAMHSA's Strategic Prevention Framework-Partnerships for Success grant program is guided by the Strategic Prevention Framework, a community engagement model grounded in public and behavioral health principles which uses data to prioritize the provision of evidence-based and community informed services to communities experiencing substance use related health inequities and harms.

The purpose of the project is to promote substance use prevention for individuals and families by building and expanding the capacity of local communities to implement programs shown to be effective in preventing and reducing substance use. Entities awarded funding will focus on strengthening efforts to address local substance misuse prevention, with a primary focus on alcohol and illicit substances such as opioids, methamphetamine, and heroin. Each grantee shall use local, state, and national data to identify underserved communities and priorities for prevention work, and develop and implement strategies to prevent substance use and related harms.

The project is comprised of the following tasks:

- Complete SPF-PFS Local Substance Misuse Community Health Needs Assessment;
- Develop SPF-PFS Community Health Improvement Plan (CHIP) that includes selected prevention interventions to address the problem informed by the Community Needs Assessment;
- Implement the prevention interventions identified in approved CHIP; and

- Evaluate selected prevention interventions by completing reporting and evaluation activities required by OHA and SAMHSA.

To implement the project, DCHS would use allocated funding to support the following current full time equivalent (FTE) positions in fiscal year (FY) 2025 and the first quarter of FY 2026:

- Community Health Specialist II; 0.4 FTE in FY25, 1.0 FTE in FY26
- Community Health Specialist II; 0.2 FTE in FY25, 1.0 FTE in FY26
- Supervisor; 0.1 FTE in FY25 and FY26

Only existing FTE will be supported with grant funding. Part of the funding will be used to cover 15% indirect costs.

BUDGET IMPACTS:

If approved, \$200,000 revenue for the period October 1, 2024, through September 30, 2025, with options to renew up to a maximum of four years.

ATTENDANCE:

Jessica Jacks, Public Health Program Manager



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 11, 2024

SUBJECT: Approval of a notice of intent to award a contract for the Recovery Center HVAC system

RECOMMENDED MOTION:

Move approval of Board Chair signature of Document No. 2024-751, a Notice of Intent to Award a contract for the Recovery Center HVAC system.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Facilities Department prepared bid solicitation documents for the Recovery Center (Telecare) HVAC replacement project. The project scope includes the removal and replacement of the HVAC system at the Recovery Center (Telecare) which has reached the end of its serviceable life and has incurred significant maintenance-related costs over the last several years. The project was advertised in the *Daily Journal of Commerce*, *Bend Bulletin* and posted on the *Deschutes County website* on July 24, 2024, through July 31, 2024. The Department reviewed the bids on August 30, 2024.

Eight HVAC contractors attended the mandatory pre-bid site visit. Three bids were submitted. Two of the bids lacked a required document and were determined to be non-responsive. The responsive bid result is as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Apex Mechanical LLC.	\$589,000.00

This action issues a Notice of Intent to Award the contract to the apparent low bidder, Apex Mechanical LLC., 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.

BUDGET IMPACTS:

The project cost has been identified as part of the FY 2025 Facilities Department capital maintenance plan.

ATTENDANCE:

Brent Harding, Facilities Project Coordinator
Lee Randall, Director



BOARD OF COUNTY COMMISSIONERS

September 11, 2024

Sent via electronic mail & first class mail

Apex Mechanical LLC
Attn: John Muonio
1507 SE Eaton Blvd.
Battle Ground, WA 98604
john@apexmechanical.org

RE: Contract for Deschutes County – Recovery Center (Telecare) HVAC Replacement

NOTICE OF INTENT TO AWARD CONTRACT

On September 11, 2024, the Board of County Commissioners of Deschutes County, Oregon, considered bids for the above-referenced project. The Board of County Commissioners determined that the successful proposer for the project was Apex Mechanical LLC.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon at Deschutes Services Building, 1300 NW Wall Street, Bend Oregon, 97703.

The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, September 18, 2024

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
Document # 2024-751

NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

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

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

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
DESCHUTES COUNTY, OREGON

Commissioner Patti Adair, Chair

Enclosure:
OAR 137-047-0610

Cc w/ enclosure

Alliant Systems LLC
1320 SE Armour Rd. Suite B1
Bend, OR. 97702
r.notebaart@alliant-systems.com

Cascade Heating and Specialties Inc.
1507 NE 1st Street
Bend, OR. 97703
trevor@cascadeheat.com

OAR 137-047-0610**Notice of Intent to Award**

(1) Notice of Intent to Award. The Contracting Agency shall provide Written notice of its intent to Award to all Bidders and Proposers pursuant to ORS 279B.135 at least seven (7) Days before the Award of a Contract, unless the Contracting Agency determines that circumstances justify prompt execution of the Contract, in which case the Contracting Agency may provide a shorter notice period. The Contracting Agency shall document the specific reasons for the shorter notice period in the Procurement file.

(2) Finality. The Contracting Agency's Award shall not be final until the later of the following:

(a) The expiration of the protest period provided pursuant to OAR 137-047-0740; or

(b) The Contracting Agency provides Written responses to all timely-filed protests denying the protests and affirming the Award.

Statutory/Other Authority: ORS 279A.065 & 279B.135

Statutes/Other Implemented: ORS 279B.135