



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

10:00 AM, WEDNESDAY, SEPTEMBER 3, 2025

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/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *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

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

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.

COMMISSIONER ANNOUNCEMENTS

CONSENT AGENDA

1. Approval of a contract renewal with Iris Telehealth for the provision of tele-psychiatric treatment services
2. Approval to accept PacificSource funding for the Immunization Quality Improvement for Providers program and designate signing authority to Heather Kaisner, Public Health Director
3. Approval of the minutes of the BOCC August 6, 11, 13 and 18, 2025 meetings

ACTION ITEMS

4. **10:10 AM** Proclamation: Suicide Prevention Awareness Month
5. **10:25 AM** Consideration of whether to initiate review of a text amendment to Deschutes County Code to allow recreational vehicle (RV) parks as a conditional use in the Tumalo Commercial District
6. **10:45 AM** Clarification on Guidelines for the District Mapping Advisory Committee

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.

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 3, 2025

SUBJECT: Approval of a contract renewal with Iris Telehealth for the provision of tele-psychiatric treatment services

RECOMMENDED MOTION:

Move approval of Document No. 2025-539 renewing the contract with Iris Telehealth for the provision of tele-psychiatric treatment services.

BACKGROUND AND POLICY IMPLICATIONS:

Iris Telehealth Medical Group provides tele-psychiatric treatment for persons identified and scheduled by Deschutes County Health Services as a Licensed Medical Provider. Iris Telehealth documents the provision of these medical services using the County's electronic medical records system in a manner consistent with professional and community standards of care.

BUDGET IMPACTS:

Upon Board approval of the contract renewal, the County will pay Iris Telehealth up to a maximum compensation of \$320,000.

ATTENDANCE:

Chandra Mola, Program Supervisor



HEALTH
SERVICES

REVIEWED
KR
LEGAL COUNSEL

DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2025-539

This Contract is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division, hereinafter referred to as “County”, and Iris Telehealth Medical Group, PA, hereinafter referred to as “Contractor”, collectively referred to as “Party” or “Parties”. The Parties agree as follows:


Effective Date and Termination Date. The effective date of this Contract shall be **July 1, 2025**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **June 30, 2026**. Contract termination shall not extinguish or prejudice County’s right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

Statement of Work. Contractor shall perform the work described in Exhibit A.
Payment for Work. County agrees to pay Contractor in accordance with Exhibit A.
Contract Documents. This Contract includes Page 1 - 11 and Exhibits A-H.

CONTRACTOR DATA AND SIGNATURE

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided on the W-9 form and Deschutes County Health Services Vendor Application form.

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

Signature: 
Thomas Milam MD (08/22/2025 18:17:00 EDT)
Email: tom.milam@iristelehealth.com
Title: Chief Medical Officer
Company: Iris Telehealth

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$250,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY DIRECTOR OF HEALTH
SERVICES

ANTHONY DeBONE, Chair

PATTI ADAIR , Vice Chair

PHIL CHANG , Commissioner

STANDARD TERMS AND CONDITIONS

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

1. Time is of the Essence. Contractor shall provide Tele-psychiatric treatment for persons identified and scheduled by County. Clients shall be scheduled during the agreed upon hours of service and will occur in thirty (30) minute sessions for returning and known clients, and sixty (60) minute sessions for new County clients and psychiatric evaluations.

2. Contractor's Services. Description of services here.

Exhibit A	STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE
Exhibit B	INSURANCE
Exhibit C	CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
Exhibit D	WORKER'S COMPENSATION EXEMPTION CERTIFICATION
Exhibit E	EXPENSE REIMBURSEMENT
Exhibit F	CONFIDENTIALITY AGREEMENT
Exhibit G	FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES
Exhibit H	CONFLICT OF INTEREST

The above-referenced exhibits are attached hereto and incorporated by this reference. Contractor's services are funded through County's General Funds attached hereto and incorporated by this reference. The program is further described in Exhibit A.

- 3. Consideration.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit A.
- A. Payments shall be made to Contractor following County's review and approval of invoice and deliverables submitted by Contractor.
 - B. All Contractor invoices are subject to the maximum compensation amount of this Contract stated in Exhibit A.
 - C. Contractor shall not submit invoices for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract.
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this Contract.
 - D. This Contract shall not be amended after the expiration date.
 - E. Contractor shall submit a final invoice for work performed describing all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - F. Prior to approval or payment of any invoices, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract. If invoice or supporting documentation contains Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA), then documentation must be faxed or emailed with encryption. Invoices may require such supporting documentation as signed time cards, travel receipts, or other reports.
 - G. Should County discover Contractor is committing or has committed "fraud" and/or "abuse" as those terms are defined in OAR 410-120-0000, either through an audit or other means, County may recover funds paid to Contractor under this Contract. If state or federal authorities demand the repayment of funds received under this Contract and Contractor has been found willfully committing "fraud" and/or "abuse" as those terms are defined in OAR 410-120-0000, County may recover funds paid to Contractor under this Contract and any fines or penalties charged to County as a result of Contractor's actions. In the event that the County determines that Contractor is responsible for the repayment of any funds paid to Contractor, in addition to any fines or penalties charged to the County due to Contractor willfully committing "fraud" and "abuse", Contractor agrees to make such payment (and upon request by County, authorize County withhold of funds otherwise due to Contractor) within ten (10) days of notification by County. If federal or state authorities demand the repayment of funds received under this Contract, County may

recover all funds paid under this Contract, unless a smaller amount is disallowed or demanded from federal or state authorities.

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

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

- A. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
- B. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
- C. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
- D. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
- E. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.

5. No Third Party Beneficiaries.

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

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

7. Early Termination. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. This Contract may be terminated as follows:

- A. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 90 calendar days written notice to the other party.
- C. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
- 1) This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. This Contract may be modified to accommodate the change in available funds.
 - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.

- 4) If any insurance, license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such insurance, license or certificate.

D. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:

- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
- 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
- 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.

E. County Default or Breach.

- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
- 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

F. Immediate Termination.

- 1) Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
 - a. Misuse of funds.
 - b. Intentional falsification of records.
 - c. Acts or omissions that jeopardize the health, safety, or security of individuals or If County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
 - In the case a failure to perform jeopardizes the safety and security of an individual the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.
 - In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.
 - Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.

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

- A. If terminated under subparagraphs 7 A. through C. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated due to Contractor's failure to perform services as outlined in subparagraphs 7 D. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.

- B. If this Contract is terminated under subparagraph 7 F. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If terminated under subparagraph 7 E of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Specifically:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, less the amount of any claims County has against Contractor; and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) County's payment to Contractor under this subparagraph 8(D) is subject to the limitations under paragraph 9 of this Contract.

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

- A. Termination under subparagraphs 7 (A) through (C) of this Contract shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated by the County due to a breach by the Contractor under subparagraph 7 (D) of this Contract, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

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

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.

- B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

11. Work Standard.

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

- 12. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

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

- 14. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement to Contractor for expenses, in addition to Exhibit E, Exhibit A shall state whether Contractor is or is not entitled to reimbursement for such approved expenses.

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

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

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

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- C. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- E. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- F. Contractor shall at all times comply with all of the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other state and federal laws and regulations related to the privacy and/or security of personally identifiable health information.
- G. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of personally identifiable health records and for conducting transactions pursuant to the requirements of HIPAA and other applicable state and federal laws and regulations.
- H. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA or other applicable state or federal laws and/or regulations.
- I. If Contractor receives or transmits protected health information, Contractor and County shall enter into a Business Associate Agreement or a Confidentiality Agreement, whichever is applicable, which, if attached hereto, shall become a part of this Contract. To the extent any provision of the Business Associate Agreement or Confidentiality Agreement is inconsistent with a provision of this paragraph 16, the Business Associate Agreement or Confidentiality Agreement shall govern.
- J. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OHA for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. Contractor shall maintain the confidentiality of records of clients as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority (OHA) implementing the foregoing laws, and any written policies made available to Contractor by County or by the OHA. Contractor shall create and maintain written policies and procedures related to the disclosure of a client's information and shall make such policies and procedures available to County and the OHA for review and inspection as reasonably requested by County or the OHA.

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

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

- A. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

- B. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
 - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.
- C. Contractor shall permit County to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- D. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.
- E. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.

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

- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product.
- F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce,

prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

- 20. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:
https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.
- 21. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
- 22. Indemnity and Hold Harmless.**
- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its current and former officers, departments, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of, or relating to the activities of Contractor or its current or former officers, employees, contractors, or agents, including without limitation any claims that any work, work product or other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or that the County's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
 - B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's Legal Counsel, in a form and manner determined appropriate by the County's Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's Legal Counsel.
 - C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.
- 23. Waiver.**
- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
 - B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 24. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
 - B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 25. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Contract.

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

27. Notice. Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.

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

<u>To Contractor:</u>	<u>To County:</u>
Desirae Kinney-Woods	Holly Harris, Deputy Director
Iris Telehealth Medical Group, PA	Deschutes County Health Services
114 W. 7 th St.	2577 NE Courtney Dr.
Austin, TX 78701	Bend, Oregon 97701
Fax No.	Fax No. 541-322-7565
desirae.kinney-woods@iristelehealth.com	Holly.harris@deschutes.org

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

28. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the Parties.

- A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

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

30. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in: 5 (No Third Party Beneficiaries); 6 (Successors in Interest); 9 (Remedies); 10 (Contractor's Tender upon Termination); 16 (Confidentiality); 18 (Access to Records); 19 (Ownership of Work); 21 (Partnership); 22 (Indemnity & Hold Harmless); 23 (Waiver); 24 (Governing Law); 25 (Severability); 26 (Counterparts); 27 (Notice); 28 (Merger Clause); 29 (Identity Theft Protection); 31 (Representations & Warranties).

31. Representations and Warranties.

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
- 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession in the state of Oregon;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
 - 7) Contractor's making and performance of this Contract do not and will not violate any provision of any other contract, agreement to which Contractor is a party, nor materially impair any legal obligation of Contractor to any person or entity.
- B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

32. Representation and Covenant.

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

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

34. Amendment.

- A. This Contract may be unilaterally modified by County to accommodate a change in available funds, so long as such modification does not impose an unreasonable hardship upon Contractor or reduce Contractor's compensation for work Contractor actually performs or Contractor's authorized expenses actually incurred. With respect to deliverable-based Work, Contractor's compensation shall not be deemed reduced by a modification of this contract, so long as Contractor is paid the sum designated for performing the Work originally contemplated by this Contract multiplied by the percentage of such originally contemplated Work that Contractor performs under the modified Contract.
- B. With the exception of subparagraph 34(a), above, this Contract (including any exhibits) may only be amended upon written agreement by both parties, and shall not be effective until both parties have executed such written agreement. Any alleged or claimed amendment that is not performed in compliance with this paragraph 34 shall be void and of no effect.

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-539
STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

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

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

- A. **Fee/Hourly Rate Schedule.** County agrees to pay the Contractor the following fees for services rendered under this Agreement:

Services Type	Hourly Rate*
Telepsychiatry Services provided by an Adult Psychiatrist	\$212-\$248 per hour
Telepsychiatry Services provided by a Child Psychiatrist	\$235-\$270 per hour
Telepsychiatry Services provided by a Nurse Practitioner	\$135 – \$170 per hour
Teletherapy Services provided by a Licensed Therapist Specializing in Child and Family Therapy	\$76 - \$87 per hour
Teletherapy Services provided by a Licensed Therapist Specializing in Adult Therapy	\$68 - \$77 per hour
Teletherapy Services provided by a Licensed Professional Counselor (LPC) in Adult Therapy	\$63-\$77

- B. For a multi-lingual clinician and/or for "specialty providers, an additional charge of \$10.00 per hour will be added to the rate. For supervision, an additional charge of between \$10 and \$20 per hour will be added to the rate.
- C. Contractor shall provide services as requested by County not to exceed one hundred and ten (110) hours per week.
- D. Any time required by County for "onboarding," including, but not limited to, orientation and training in County's EMR, shall be billed at the same rate as services billed for that clinician. Contractor shall confirm with County's Program Manager, by e-mail, the orientation time and hours of EHR training prior to invoicing County.
- E. The parties acknowledge and agree that on each January 1 during the term of this Contract, the hourly rates set forth on this Exhibit A shall be adjusted by increasing the applicable hourly rates charged during the calendar year immediately preceding the upcoming calendar year by 3.2%, to allow for cost of living adjustments and merit increases for the provider; provided that the applicable hourly rates shall be adjusted on the initial January 1 of the term of this Agreement only if Contractor has provided clinical services to County's patients for at least a one hundred eighty (180) day period.
- F. Notwithstanding the foregoing, Iris Telehealth may make market-based updates/adjustments to the rate schedule set forth above from time to time by providing County with ninety (90) days' prior written notice thereof. Any compensation in addition to compensation set forth herein would be made in writing and by mutual agreement between County and the Contractor by signed amendment to this Contract. Upon the final selection of the applicable clinician(s), Contractor will provide County written notice of the applicable hourly rate(s) pursuant to a Service Summary.
- G. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit E:
- ☐ YES
☒ NO
- H. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth below. County requests Contractor submit monthly invoices by the 15th of every month and no later than thirty (30) days after services were provided. Invoicing outside these guidelines may result in waiving County's responsibility of payment unless otherwise agreed to by County and Contractor in writing.

4. The maximum compensation.

- A. County shall provide payments to Contractor within thirty (30) days of County's approval of invoice. Payment for services charged to this Contract shall not exceed the maximum sum of **\$320,000** inclusive of travel and all other expenses.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.

- 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
- 2) **Withholding of Payments.** Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.
- 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.
- 4) It is understood and agreed that in the event funds are not awarded to County from any funding source, or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.

5. Schedule of Performance or Delivery.

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

6. Renewal. This Contract may be renewed, subject to the following conditions:

- A. Renewal is subject to the availability of funding and County approval.

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-539
INSURANCE

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

Workers Compensation in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

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

Per Occurrence limit

Annual Aggregate limit

☒ \$1,000,000
☐ \$2,000,000
☐ \$3,000,000

☒ \$2,000,000
☐ \$4,000,000
☐ \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

☒ Required by County

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

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

Per Single Claimant and Incident

All Claimants Arising from Single Incident

☒ \$1,000,000
☐ \$2,000,000
☐ \$3,000,000

☐ \$1,000,000
☒ \$2,000,000
☐ \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name **Deschutes County, their officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

☒ Required by County

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

Claims Made Policy ☐ Approved by County ☒ Not Approved by County

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

Per Occurrence

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

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

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

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Signature: *Sarah Key*

Email: sarah.key@deschutes.org

Title: Loss Prevention Coordinator

Company: Deschutes County Risk Management

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-539
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

I certify under penalty of perjury that Contractor is a [check one]:

☒ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.


 Thomas Milam MD (08/22/2025 18:17:00 EDT)

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

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

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

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

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

C. Representation and Warranties.

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

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



Thomas Milam MD (08/22/2025 18:17:00 EDT)

EXHIBIT D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-539
WORKERS' COMPENSATION EXEMPTION CERTIFICATION

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

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

☒ **NOT APPLICABLE**

- Contractor is providing Workers' Compensation certificate.

☐ **SOLE PROPRIETOR**

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

☐ **CORPORATION - FOR PROFIT**

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

☐ **CORPORATION - NONPROFIT**

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

☐ **PARTNERSHIP**

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

☐ **LIMITED LIABILITY COMPANY**

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

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

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

Signature: 
Thomas Milam MD (08/22/2025 18:17:00 EDT)

Email: tom.milam@iristehealth.com

Title: Chief Medical Officer

Company: Iris Telehealth

EXHIBIT E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-539
EXPENSE REIMBURSEMENT

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

- A. General Information: All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
- County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
 - County may approve a form other than the County's Expense Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - Personal expenses shall not be authorized at any time.
 - Unless otherwise stipulated, all expenses are included in the total maximum contract amount.
 - Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit A of this Contract.
 - The current approved rates for reimbursement of travel expenses are set forth by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - Charge slips for gross amounts are not acceptable.
- B. Expense Reporting: Contractors must submit expense reports timely and accurately for all expense reimbursements. Such reports must be submitted within sixty (60) days from the date incurred. Untimely expenses may not be reimbursed.
- C. Documentation Requirements; Contractors are required to accurately and completely:
- Include necessary backup data and supporting receipts (see "Receipts" section below).
 - Complete either County's Expense Reimbursement Form (Contact Deschutes County Health Services Contract Specialist for the most current version of the County form) or another form agreeable to both Contractor and County, for all expenses incurred, regardless of method of payment.
- D. Receipts: The following are required:
- Contractor must submit **itemized** receipts, except for meal receipts. Reimbursement of meals will be made in accordance with sections F and J and are based on per diem.
 - Lodging receipts must be a detailed hotel bill.
 - An air travel receipt should be the passenger copy of the ticket and/or itinerary.
 - Rental vehicle receipt must be the traveler's copy.
 - Original amounts and dates must not be altered. If the original information is incorrect, the discrepancy must be explained.
 - Contractors that have been approved for reimbursement for cell phone expenses must submit the detail summary page for reimbursement.
- E. Exceptions: Exceptions from, or deviations to this Exhibit require County's Department Director's prior written approval.
- F. Per Diem. Per Diem covers meals, lodging, and incidentals. Mileage allowances cover fuel, and auto operating expenses of a personal vehicle. Per diem payments may never exceed the IRS/U.S. Government approved per diem rates.
- G. Air Travel Policy: Contractors are required to:
- Accept the lowest logical airfare consistent with business needs. However, Contractor may elect to fly non-stop (over a lower-priced, connecting flight) provided the additional cost is less than \$100 per direction, or if the connection would add more than two (2) hours of travel time each way.
 - Use economy/coach class for all domestic flights. However, upgrades are acceptable as long as there is no additional cost to the County.
 - Flight insurance premiums are not reimbursable.

- H. **Vehicle Rental Policy:** When it is necessary to rent a vehicle, the cost of the rental plus tolls, fuel, and parking is reimbursable. The cost of full-size (or smaller) cars will be reimbursed. Upgrade costs for GPS are not reimbursable. If a personal vehicle is used, reimbursement shall be at the GSA's stated mileage rate. Contractors must provide a copy of Automobile Liability Insurance to be reimbursed for mileage.
- Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- I. **Lodging Policy:** The daily cost of lodging is a reimbursable expense when away from the normal work place on County business. Such cost includes only the single occupancy room rate and applicable taxes. Charges for hotel amenities are not a reimbursable expense.
- County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- J. **Meals:** Contractor may be reimbursed for the reasonable and actual cost of meals (including tips) subject to the GSA maximum per diem meal allowance.
- For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies (most current reimbursement rates may be found online at [https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2025%20\(Current%20fiscal%20year\)&city=Bend&state=OR&zip=97701](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2025%20(Current%20fiscal%20year)&city=Bend&state=OR&zip=97701))

Primary Destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses
Standard Rate	Applies for all locations without specified rates	\$68	\$16	\$19	\$28	\$5
Bend	Deschutes	\$86	\$22	\$23	\$36	\$5

- Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
 - Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this Contract and shall not exceed those set by the GSA and are subject to change accordingly.
- K. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator or Deschutes County Health Services Director for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-539
CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of **July 1, 2025**, by and between Iris Telehealth Medical Group, PA, ("Contractor") and Deschutes County, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services ("Covered Entity").

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

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

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

WHEREAS, the HITECH Act requires that certain of its provisions be included in contractor agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as contractors;

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

2. DEFINITIONS

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

- G. "Use" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Contractor's organization.

3. **AGREEMENT.** Contractor shall:

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

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

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

5. OTHER PROVISIONS

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

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

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

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

Signature: 

Email: shannon.brister@deschutes.org

Title: Interim Behavioral Health Director

Company: Deschutes County Health Services

Signature: 
Thomas Milam MD (08/22/2025 18:17:00 EDT)

Email: tom.milam@iristelehealth.com

Title: Chief Medical Officer

Company: Iris Telehealth

Exhibit G
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-539

Compliance with provisions, requirements of funding source and
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

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

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Debarment and Suspension.** Contractor shall not be and shall not contract with any person or entity listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 4. Medicaid Services.** To the extent Contractor provides any service in which costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a)(68).

5. **ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

6. **Disclosure.**

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

Exhibit H
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-539
CONFLICT OF INTEREST

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

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Thomas Milam MD (08/22/2025 18:17:00 EDT)



CERTIFICATE OF LIABILITY INSURANCE

09/03/2025 Item #1.

2/24/2025

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

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

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego CA 92186	CONTACT NAME: Lydia Sallee PHONE (A/C, No. Ext): 858-750-4589 E-MAIL ADDRESS: Lydia.Tkach@MarshMMA.com FAX (A/C, No): 858-452-7530
INSURED Iris Telehealth, Inc Iris Telehealth Medical Group, PA 13740 N Highway 183 Ste L2 #221 Austin TX 78750	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Hanover Insurance Company INSURER C: Underwriters at Lloyd's London INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 867497807 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	72SBABG6606	2/22/2025	2/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	72SBABG6606	2/22/2025	2/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	72SBABG6606	2/22/2025	2/22/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	Y N / A	WD3J34306002 WZ3J49400802	2/22/2025 2/22/2025	2/22/2026 2/22/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability Professional Liability / Tech E&O Retroactive Date: 1/15/2025			MSN0040216389	1/15/2025	2/15/2026	Aggregate Per Claim \$5,000,000 Aggregate \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED LIST: Iris Telehealth Medical Group, PA; Iris Telehealth Inc; Thomas Milam MD Inc; Iris Telehealth Medical Group NJ, PA; Iris Telehealth Medical Group of Kansas, PA; Innovatel LLC, DBA: Innovatel Telepsychiatry
Certificate Holder is included as additional insured as respects to General Liability per attached endorsement. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to Workers Compensation per attached endorsement.

CERTIFICATE HOLDER Deschutes County Health System 2577 NE Courtney Dr Bend OR 97701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

BUSINESS LIABILITY COVERAGE FORM**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1)** "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2)** "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 3, 2025

SUBJECT: Approval to accept PacificSource funding for the Immunization Quality Improvement for Providers program and designate signing authority to Heather Kaisner, Public Health Director

RECOMMENDED MOTION:

1. Move approval of Document No. 2025-898 accepting PacificSource Community Solutions funding for the Immunization Quality Improvement for Providers program.
2. Move to authorize Heather Kaisner, Public Health Director, to sign the Letter of Agreement.

BACKGROUND AND POLICY IMPLICATIONS:

The Immunization Quality Improvement for Providers (IQIP) began as a formal, national Vaccines for Children (VFC) provider-level immunization quality improvement program. IQIP serves to assist and support healthcare providers by identifying opportunities to improve vaccine uptake and to help providers be:

- Motivated to try new vaccination service delivery strategies and incorporate changes into their current practices
- Supported in sustaining changes and improvement to their vaccination service delivery
- Aware of and knowledgeable about vaccination coverage and missed opportunities to vaccinate
- Able to use available data from the IIS to improve services and coverage

Deschutes County Health Services (DCHS) was awarded a three-year grant (Sept. 2022 – Aug. 2025) from Central Oregon Health Council for a Central Oregon Regional Immunization Rate Improvement Project to implement the IQIP program. The goal of the program was to increase the immunization rate of two-year-olds in Central Oregon by implementing the IQIP program in Coordinated Care Organizations at participating clinics that serve the majority of children within Central Oregon.

Over the three-year grant funded IQIP project, DCHS worked with VFC clinics within Deschutes, Jefferson, and Crook counties. Most clinics participating chose goals to raise the

overall up-to-date rates (UTD) for children and adolescents by 5%. Many clinics met or beat those goals. On average, over half of the clinics participating in each 12-month cycle saw one or both UTD rate improve, the average gain being approximately 8.5% over the rate at the start of the cycle. Some clinics saw their rates hold steady, others did experience some decrease in UTD rates, however, we believe that this program has proven to be a benefit to all three counties overall.

DCHS seeks approval to accept \$200,000 of funding from PacificSource to continue the IQIP program for an additional year. Funding will be used as follows:

- \$113,913 toward existing personnel expenses,
- \$45,000 for monetary incentives for participating clinics,
- \$14,500 for a community outreach campaign and workshops
- \$500 for new clinic on-boarding and "Community Connection" meetings for participating clinics
- \$26,087 for indirect costs (15% of direct costs)

BUDGET IMPACTS:

\$200,000 revenue for the period of September 2025 – August 2026. A budget resolution will be forthcoming for non-personnel expense.

ATTENDANCE:

Rita Bacho, Public Health Program Manager



PacificSource Community Solutions
PO Box 5729, Bend, OR 97708-5729
800-431-4135, TTY: 711. We accept all relay calls.
PacificSource.com/Medicaid

8/26/2025

Deschutes County Public Health
2577 NE Courtney Dr.
Bend, OR 97701

Dear Heather,

This letter serves as an agreement between PacificSource Community Solutions (PCS) and Deschutes County Oregon, a political subdivision of the State of Oregon, acting by and through Deschutes County Public Health (DCPH) for Quality Pool dollars to support its Immunization Quality Improvement for Providers (IQIP) Coordination for one year. DCPH will receive Quality Pool dollars in the amount of \$200,000.

DCPH agrees to complete the evaluation tool provided by PCS no later than April 30, 2026. Please complete and return the evaluation to kristen.tobias@pacificsource.com. This information will be shared with the Central Oregon Health Council's Provider Engagement Panel.

Please sign on the lines below to signify that you agree to the terms of this letter.

Sincerely,

John Espinola, MD
President and Chief Executive Officer
PacificSource

Heather Kaisner, MS
Public Health Director
Deschutes County Public Health



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 3, 2025

SUBJECT: Proclamation: Suicide Prevention Awareness Month

RECOMMENDED MOTION:

Move approval of the proclamation and read it into the record.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners has traditionally proclaimed each September as Suicide Prevention Awareness Month. The attached proclamation has updated data from 2024.

Staff will provide a brief update of the outreach and awareness efforts planned for September and throughout the year as well as share resources which are available to the public.

BUDGET IMPACTS:

None

ATTENDANCE:

Caroline Suiter, Mental Health Promotion Strategist
Bethany Kuschel, Suicide Prevention Project Coordinator

BEFORE THE BOARD OF COMMISSIONERS OF DESCHUTES COUNTY, OREGON

PROCLAMATION**RECOGNIZING SEPTEMBER
AS SUICIDE PREVENTION AWARENESS MONTH**

WHEREAS, in the United States, one person dies by suicide every 11 minutes, with over 49,000 deaths every year in our country;

WHEREAS, in Deschutes County, approximately three people die by suicide each month. In Oregon, for youth ages 5 to 24, suicide is the second leading cause of death. Each person's death by suicide affects at least 135 other people, which translates to at least 50% of the US population has known someone who has lost their life to suicide; friends and family members are forever changed by this loss;

WHEREAS, in Deschutes County, roughly 58% of all suicide deaths are by firearm. For youth, 65% of the suicide deaths of those aged 10-17 is by firearm. Both of these trends are higher than the state and national averages;

WHEREAS, many of the people who have died by suicide never received effective behavioral health services for many reasons including the stigma of using behavioral health treatment and the stigma associated with losing a loved one to suicide;

WHEREAS, far too many Deschutes County residents die by suicide each year;

WHEREAS, Deschutes County is dedicated to partnering with behavioral health, health care organizations, state and local agencies, military/Veterans organizations, educational institutions, and the community at large, to reduce the frequency of suicide attempts and deaths, and the pain for those affected by suicide deaths. This is witnessed by:

1. Recognizing suicide as a significant public health issue in Deschutes County and declaring suicide prevention a countywide priority;
2. Supporting accessible behavioral health services for all areas in our county;

- 3. Helping to de-stigmatize help-seeking behaviors;
- 4. Acknowledging that everyone plays a role in helping to prevent suicide; and
- 5. Encouraging initiatives known to be effective at preventing suicide attempts and death, such as securely storing firearms.

NOW THEREFORE, BE IT RESOLVED that the Deschutes County Board of Commissioners do hereby designate the month of September, and each year thereafter, as “Suicide Prevention Awareness Month” in Deschutes County and urge the community to learn how they can help prevent suicide.

Dated this xxth day of September 2025, by the Deschutes County Board of Commissioners.

Anthony DeBone, Chair

Patti Adair, Vice-Chair

ATTEST:

Recording Secretary

Phil Chang, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 3, 2025

SUBJECT: Consideration of whether to initiate review of a text amendment to Deschutes County Code to allow recreational vehicle (RV) parks as a conditional use in the Tumalo Commercial District

RECOMMENDED MOTION:

Move approval of Board Order 2025-040, initiating review of file no. 247-25-000106-TA
or

Move approval of Board Order 2025-040, declining review of file no. 247-25-000106-TA

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners will consider whether to initiate review of a pending text amendment (file no. 247-25-000106-TA). The applicant requests a text amendment to allow RV parks as a conditional use in the Tumalo Commercial District Zone, and also proposes siting standards for new RV parks in this zone.

A public hearing was held before a Hearings Officer on June 16, 2025. Pursuant to Deschutes County Code 22.28.030, the Board may either adopt the Hearings Officer's recommendation or initiate review and hold a new public hearing.

The full record is available at the following link: <https://www.deschutes.org/cd/page/247-25-000106-ta-tumalo-rv-park-text-amendment>

BUDGET IMPACTS:

None

ATTENDANCE:

Audrey Stuart, Associate Planner



COMMUNITY DEVELOPMENT

STAFF REPORT TUMALO RV PARK TEXT AMENDMENT

FILE NUMBER(S): 247-25-000106-TA

SUBJECT PROPERTY: The Tumalo Commercial Zone encompasses multiple properties.

APPLICANT: Joel Gisler

APPLICANT'S ATTORNEY: Adam Smith, of Schwabe, Williamson and Wyatt

REQUEST: Amendments to Deschutes County Code (DCC) Chapter 18.67, Tumalo Rural Community Zoning Districts. The proposed amendments will modify the Deschutes County Code (DCC) to add recreational vehicle (RV) parks as a conditional use in the Tumalo Commercial (TUC) Zone. The proposed amendments include siting standards for new RV parks in the TUC Zone, including that the development area must be two-to-five acres in size, contiguous to Highway 20, and located within a sewer district. In addition, the proposed amendments will modify the standards for road access and wastewater facilities for RV parks in the TUC Zone.

STAFF CONTACT: Audrey Stuart, Associate Planner
Phone: 541-388-6679
Email: Audrey.Stuart@deschutes.org

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutes.org/cd/page/247-25-000106-ta-tumalo-rv-park-text-amendment>

I. APPLICABLE CRITERIA

Deschutes County Code (DCC)

Title 18, Deschutes County Zoning Ordinance:

Chapter 18.67, Tumalo Rural Community Zoning Districts

Chapter 18.128, Conditional Use

Chapter 18.136, Amendments

Title 22, Deschutes County Development Procedures Ordinance

II. BASIC FINDINGS

LOT OF RECORD: DCC 22.04.040(B) does not require lot of record verification for Text Amendment applications. The proposed amendments will apply to all properties within the TUC Zone. Any future development of an RV park would require property-specific land use review, and lot of record findings would be made at that time.

SITE DESCRIPTION: The TUC Zone is located within the unincorporated community of Tumalo, which is located along Highway 20 to the northwest of the City of Bend. The TUC Zone is predominantly located to the north of Highway 20, but also includes approximately 8.7 acres located to the south of Highway 20. The development pattern within the TUC Zone includes a variety of small-to-medium size commercial uses such as food cart pods, a gas station, eating and drinking establishments, and two small strip malls. The TUC Zone also includes a number of undeveloped lots as well as existing residential development.

PROPOSAL: The applicant proposes to amend section 18.67.040, regarding the Tumalo Commercial (TUC) Zone. The proposed language of the Text Amendment is included as Exhibit 1 and summarized as follows:

- The Applicant proposes to modify the Purpose statement of the TUC Zone to include the travel needs of people passing through the area.
- The Applicant proposes to add an RV park as a new conditional use within the zoning district.
- The Applicant proposes siting standards for new RV parks in the TUC Zone and also proposes certain exceptions to the standards of DCC 18.128.170 for RV parks in the TUC Zone. Specifically, new RV parks in the TUC Zone would not require road access from a collector or arterial, and would not be required to provide laundry facilities and sewage disposal until sewer service is available to the property.

The submitted Burden of Proof provides the following background on the proposed Text Amendment:

This application is submitted in anticipation of two upcoming companion conditional use applications. The subject text amendment to DCC Title 18, Chapter 18.67.040, TuC District is intended to only allow RV Parks on a limited number of parcels in the TuC District owned by the Applicant, with the two upcoming conditional use applications then seeking approval for related uses on the Applicant's parcels.

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice on April 3, 2025, to several public agencies and received the following comments:

Deschutes County Senior Transportation Planner, Tarik Rawlings

I have reviewed the transmittal materials for 247-25-000106-TA for a text amendment request to DCC Chapter 18.67 (Tumalo Rural Community Zoning Districts) to add recreational vehicle (RV) parks as a conditional use in the Tumalo Commercial District (TUC).

I have reviewed the application materials for potential Transportation Planning Rule (TPR) OAR 660-012 effects, including the applicant's transportation memorandum produced by Transight Consulting, LLC, (dated January 8, 2025) and I agree with its assumptions, methodology, and conclusions. The memorandum adequately addresses reasonable worst case scenario analysis through a comparison of the existing outright allowed uses (utilizing ITE category 822 for Strip Retail Plaza as an aggregate category encompassing eating/drinking establishments, small retail, and offices each totaling less than 10,000 square-feet) to the proposed Campground/RV Park (ITE 416) use and ultimately concludes that no significant impacts will be anticipated with the proposed text amendment. Staff notes that, should the proposed text amendment receive approval, further traffic analysis may be required at the time of future development depending on the future development's vehicle trip generation potential. While the current text amendment does not absorb County road capacity, any future proposal for the development of a Campground/RV Park under the proposed use category must demonstrate compliance with the transportation analysis requirements of DCC 18.116.310, including p.m. peak hour vehicle trips related to System Development Charges (SDCs), mitigations, and adequacy of access.

Thanks for the opportunity to provide comment and please let me know if you have any questions.

Deschutes County Onsite Wastewater Manager, Todd Cleveland

This proposal would allow an RV park without full connections for sewer, water and not require a central comfort station. This would not require connection to a community wastewater system. However, once a wastewater treatment system becomes available in the Tumalo , it would be beneficial to provide full connections and services at RV locations. The lack of sewer connections would limit the length of stay because RV users would need to take their RV to an approved dump station.

Onsite prefers to have facilities that will promote proper wastewater treatment and disposal conveniently available. Hopefully, this facility will be able to be connected as soon as possible when a community wastewater treatment facility becomes available.

Onsite wastewater permits would be unlikely to be approved for the proposed site.

Being in the Tumalo Sanitary District, when sewer becomes both legally and physically available to this location the only option would be to connect to the sanitary system. An onsite system could not be permitted once sewer is available (OAR 340-071-0160(4)).

Deschutes County Building Division, Krista Appleby, June 4, 2025 Comments

OAR 650 is applicable to Recreation Parks & Organizational Camps. Per OAR 918-650-0005(12) definition of 'recreational vehicle park' falls under the Recreation Park requirements. Referenced Table attached as PDF.

Among other [requirements in] OAR 650, toilets are required – see clip below. Referenced Table 3-RV is attached as PDF.

Building Codes Division - Chapter 918

Division 650

RECREATION PARKS AND ORGANIZATIONAL CAMPS

918-650-0050

Toilets

(1) Toilet facilities must be provided in every recreation park or organizational camp. They must be convenient and accessible and must be located within 500 feet of any recreational vehicle space or camping site not provided with an individual toilet facility or sewer connection.

EXCEPTION: The requirement for toilets in picnic parks, campgrounds and organizational camps may be waived by the regulating authority for areas not accessible by road.

(2)(a) Sanitary facilities must be as required in Table 3-RV;

(b) Toilet Bowls. Toilet bowls for public use must be elongated bowls with open-front seats. Any room with flush toilets must be provided with a floor drain as required in the Oregon Plumbing Specialty Code;

(c) Signs. Toilets must either be marked for the designated sex or be provided with a privacy lock. If not apparent, the location of toilets must be indicated by appropriate direction signs;

(d) Flush Toilets and Showers. Flush toilets and showers and the buildings containing them must be constructed in accordance with the State Building Code;

(e) Unisex Toilets. Toilet facilities designed to serve an occupant load of 15 persons or less may serve both sexes. Such toilet facilities must be equipped with a urinal.

(3) Nonwater-Carried Toilets. Nonwater-carried toilets, including, but not limited to, chemical or vault toilets or pit privies, must be constructed and located in accordance with the requirements of the Department of Environmental Quality.

Deschutes County Building Division, Randy Scheid, April 3, 2025 Comments

The Deschutes County Building Safety Divisions code mandates that Access, Egress, Setbacks, Fire & Life Safety, Fire Fighting Water Supplies, etc. must be specifically addressed during the appropriate plan review process with regard to any proposed structures and occupancies.

Accordingly, all Building Code required items will be addressed, when a specific structure, occupancy, and type of construction is proposed and submitted for plan review.

918-650-0010

Scope and Purpose

(1) OAR chapter 918, division 650 establishes minimum safety standards for the design and construction of recreation parks and organizational camps as authorized in ORS 455.680.

(2) These rules establish design and construction requirements for recreation parks and organizational camps for the purpose of protecting the life, health, safety and welfare of persons using these facilities.

EXCEPTIONS:

1- These rules do not apply to parking areas offering access to beaches, marinas, boat ramps, piers, ski areas, rivers, trails and similar facilities, where no recreational vehicle utility connections are provided.

2- The area development permit does not include permits or related fees for buildings, mobile home setups, mechanical, plumbing or electrical systems, boiler, or elevators, or permits required by other agencies.

Statutory/Other Authority: ORS 455.020, 455.110 & 455.680

Statutes/Other Implemented: ORS 455.680

History:

BCD 26-2011, f. 9-30-11, cert. ef. 10-1-11

BCA 10-1987, f. & ef. 9-18-87, Renumbered from 814-029-0050

918-650-0020

Permit Required

No person may establish or enlarge the facilities of any recreation park or organizational camp or do any construction within the recreation park or organizational camp or cause the same to be done without first obtaining all required permits from the building official and paying the prescribed permit fees. Multiple permits may be required when the proposed work involves two or more code areas (i.e., structural, electrical, plumbing, or mechanical).

EXCEPTION: Applications for permits, submission of plans and payment of fees are not required for additions, alterations, relocation and maintenance of picnic tables, play equipment, fire pits and similar facilities in existing parks.

Statutory/Other Authority: ORS 455.020, 455.110 & 455.680

Statutes/Other Implemented: ORS 455.680

History:

BCD 26-2011, f. 9-30-11, cert. ef. 10-1-11

BCA 10-1987, f. & ef. 9-18-87, Renumbered from 814-029-0065

The following agencies did not respond to the notice: Bend Fire Department, Deschutes County Assessor, Deschutes County Road Department, Laidlaw Water District, Oregon Department of Transportation, and Tumalo Irrigation District.

PUBLIC COMMENTS: The Planning Division mailed notice of the application to all property owners within the TUC Zone and within a 250-foot buffer around the TUC Zone on April 3, 2025. As of the date of this staff report, 62 comments have been submitted by members of the public in opposition to the proposal. Concerns raised in the public comments included:

- Impacts to neighborhood livability and the transient nature of RV park residents.
- The density of an RV park being incompatible with the rural nature of Tumalo.

- Increased traffic and whether the local roads are sufficient to accommodate RV's.
- Lack of existing sewage facilities to treat the wastewater from an RV park.
- Whether the Text Amendment conflicts with the Tumalo Community Plan, which was updated in 2024.
- Impacts to natural resources such as the nearby section of the Deschutes River.
- Whether the proposal is necessary given the nearby facilities at Tumalo State Park.

NOTICE REQUIREMENT: On May 15, 2025, the Planning Division mailed a Notice of Public Hearing to all property owners within the TUC Zone and within 250 feet of the TUC Zone, as well as to public agencies. A Notice of Public Hearing was published in the Bend Bulletin on Sunday, May 18, 2025. Notice of the first evidentiary hearing was submitted to the Department of Land Conservation and Development on May 12, 2025.

REVIEW PERIOD: According to Deschutes County Code 22.20.040(D), the review of the proposed quasi-judicial Text Amendment application is not subject to the 150-day review period.

III. **FINDINGS & CONCLUSIONS**

Amendments

The Applicant proposes to amend section 18.67.040 of Deschutes County Code to allow RV parks as a new conditional use within the TUC Zone. The amendments also set forth standards for new RV parks within the zone, including specific wastewater standards. Currently, wastewater disposal within RV parks is regulated by DCC 18.128.170, which are conditional use standards that apply to all zones governed by Title 18. DCC 18.128.170(D) requires each RV space to be provided with piped potable water and sewage disposal service. The relevant text of the proposed amendments is copied below, and it would allow the developer of an RV park to only provide sewage disposal service once a sewer district is able and willing to serve the property. The full text of the proposed amendments is included as Exhibit 1.

J. ***Additional Standards for Recreational Vehicle Parks***

...

2. ***Compliance with DCC 18.128.170.***

- A. ***For sewage disposal service and laundry facilities only, Recreational Vehicle Parks in the Tumalo Commercial District shall not be required to comply with DCC 18.128.170(D) and (J) until a sewer district is willing and able to provide service to the proposed project. The County may include conditions of approval requiring Recreational Vehicle Parks to provide sewer connection to each recreational vehicle space and to provide laundry facilities as outlined in DCC 18.128.170(J) once sewer service is available from a sewer district.***

Staff notes that agency comments from the Deschutes County Onsite Wastewater Division and

Deschutes County Building Division raise questions about the facilities that would be required under the proposed amendments. Though it is not an applicable land use approval criterion, comments from Building Division staff cite concerns regarding compliance with State Building Code if toilet facilities are not provided within an RV park. Staff notes these concerns would be addressed at the time a specific development proposal is submitted. However, staff asks the Hearings Officer to address these comments as they see fit and as they pertain to applicable approval criteria.

Title 18 of the Deschutes County Code, County Zoning

Chapter 18.136, Amendments

Section 18.136.010, Amendments

DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi-judicial map amendment shall be accomplished by filing an application on forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.

FINDING: The Applicant, as the property owner, has requested a quasi-judicial Text Amendment and filed the corresponding application. The Applicant has filed the required land use application forms for the proposal. The application will be reviewed utilizing the applicable procedures contained in Title 22 of the Deschutes County Code.

DCC 22.04.020 includes the following definition:

"Quasi-judicial" zone change or plan amendment generally refers to a plan amendment or zone change affecting a single or limited group of property owners and that involves the application of existing policy to a specific factual setting. (The distinction between legislative and quasi-judicial changes must ultimately be made on a case-by-case basis with reference to case law on the subject.)

The subject application is not a request to change the zoning or Comprehensive Plan designation of the subject property. However, as described below, the quasi-judicial process of a Comprehensive Plan Amendment is the most applicable guidance regarding Text Amendments that are not squarely legislative. Therefore, staff includes the definition of a quasi-judicial process above for reference and also addresses the provisions of DCC 22.28.030, regarding final action on Comprehensive Plan amendments. The application materials include the following analysis of the process for the subject Text Amendment:

The subject text amendment application is not an application for a quasi-judicial map amendment, as this text amendment will not alter the County's zoning map if it is approved. Existing case law and the DCC allow for flexibility where text amendments may be processed

as quasi-judicial or legislative. See *Strawberry Hill 4 Wheelers v. Benton County*, 287 Or 591 (1979).

Strawberry Hill 4 Wheelers sets forth certain factors determining when applications are quasi-judicial or legislative: (1) the process is bound to result in a decision; (2) the decision is bound to apply preexisting criteria to concrete facts; and (3) the action is directed at a closely circumscribed factual situation or a relatively small number of persons. *Id.* The more definitely the questions are answered in the negative, the more likely the decision under consideration is a legislative land use decision. *Id.* Each of the factors must be weighed, and no single factor is determinative. *Id.*

Here, the subject text amendment application satisfies the first prong as the process is bound to result in a decision. Either the Text Amendment will be approved or denied. The second factor is also answered in the positive because the proposed text amendment applies preexisting criteria from the applicable provisions of the DCC and the Statewide Land Use Planning Goals to concrete facts i.e., whether the proposed amendments meet those criteria. Last, and most strongly, the third factor is answered in the positive. The proposed text amendment applies to a closely circumscribed factual situation and a small number of persons. The TuC District itself only applies to a small geographic area of the unincorporated community of Tumalo. Narrowing the scope even more, the text amendment will then only apply to parcels in the TuC District that are adjacent to Hwy 20, under common ownership, and collectively between 2 and 5 acres in size. The land use consequences are disproportionately concentrated on a relatively small pool of persons (if not only the Applicant), as opposed to a larger region or the general population, therefore a quasi-judicial procedure is the correct option according to the existing case law. *Id.*; *Van Dyke v. Yamhill County*, __ Or LUBA __ (LUBA No 2018-61, Dec 20, 2018) (slip op at 4).

Indeed, this is also consistent with the DCC itself. “Legislative changes” are defined as those that “generally involve broad public policy decisions that apply to other than an individual property owner. These include, without limitation, amendments to the text of the comprehensive plans, zoning ordinances, or the subdivision or partition ordinance and changes in zoning maps not directed at a small number of property owners.” See DCC 22.04.020. The DCC also defines “legislative” as “a planning or zoning action resulting in a general rule or policy which is applicable to an open class of individuals or situations.” See DCC 18.04.030. By design, the subject text amendment application only applies to a narrow scope of properties in a zoning district that is unique to Tumalo and not applicable elsewhere in the entire county. Based on the *Strawberry Hill 4 Wheelers* factors, this is a quasi-judicial application and not a legislative application.

Recently, the Planning Commission used this exact reasoning as part of its basis to recommend that the Board of County Commissioners deny a proposed text amendment to allow mini-storage use in the MUA-10 zone along Highway 20. The Planning Commission recommended denial after specifically determining that the proposed text amendment only affected a small number of parcels and therefore, in the Planning Commission’s opinion, should have been proposed as a quasi-judicial text amendment. Subsequently, the Board of

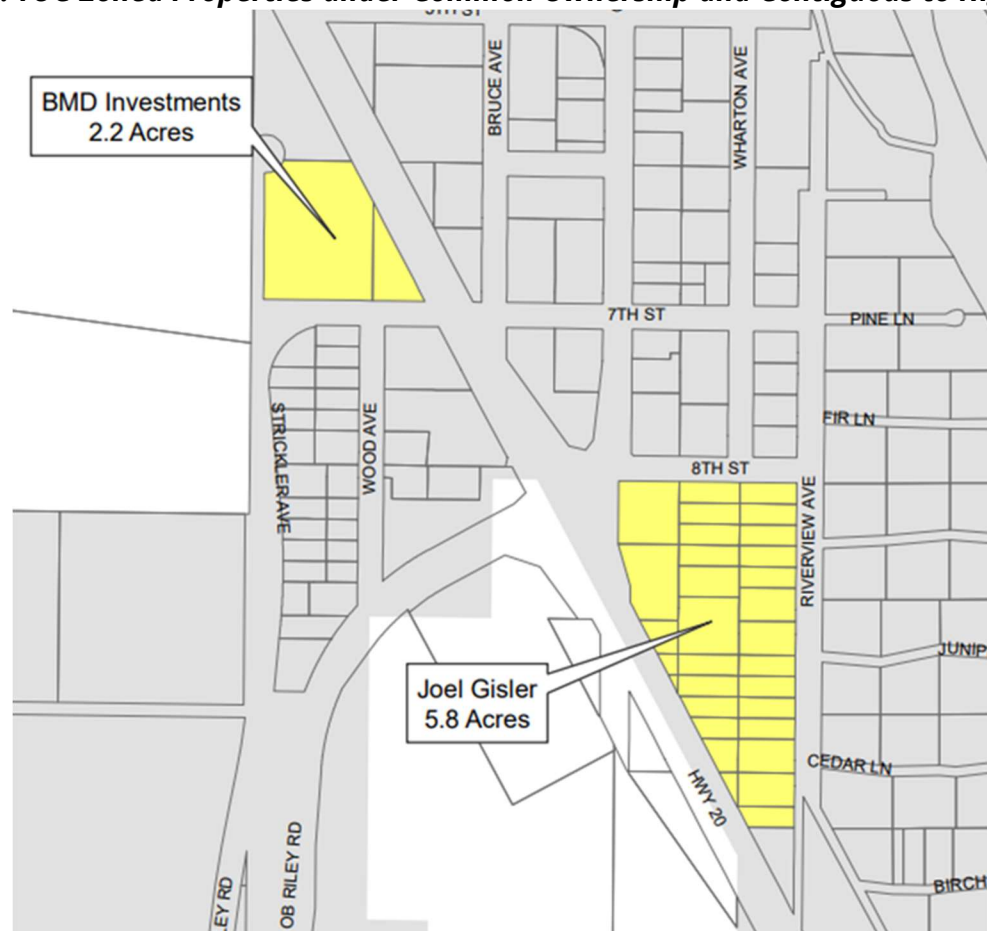
County Commissioners apparently agreed with the Planning Commission and denied this application. See County Planning File No. 247-24-000044-TA.

Although clearly a quasi-judicial application, DCC Chapter 22.24 does not include specific provisions governing the proposed quasi-judicial text amendment. The closest comparison is a quasi-judicial zone change or plan amendment, and the Applicant accordingly recommends that the County utilizes the procedures governing such applications in this matter. Notably, those procedures require a public hearing in front of the Hearings Officer with a decision issued thereafter. See DCC. 22.24.020. DCC 22.24.030 sets forth the basic notice requirements for the hearing. Notably, DCC 22.28.030(A) and (B) clarify that the Board of County Commissioners then adopts the Hearings Officer's decision without further argument or testimony unless a separate appeal of that decision is filed.

Staff agrees with the applicant's analysis of *Strawberry Hill 4 Wheelers* and notes the subject application will result in a decision, utilizes preexisting criteria, and will impact a limited number of properties.

Deschutes County staff conducted a preliminary analysis to identify the properties in the TUC Zone that may be potentially eligible for an RV park under the proposed amendments. This analysis identified properties in the TUC Zone that consist of parcels under common ownership which are two-to-five acres in size and contiguous to Highway 20. The results of this analysis are shown in the figure below and identify two properties that may potentially be eligible for an RV park under the proposed Code language. Staff notes this analysis is only intended to identify the number of properties impacted by the proposed amendments, and does not guarantee the eligibility or development potential of the identified properties.

Figure 1: TUC-Zoned Properties under Common Ownership and Contiguous to Highway 20



Based on the findings above, the subject request will impact the development potential of approximately two properties. Therefore, staff finds the subject request complies with the third component of the Strawberry Hill 4 Wheelers test and may be categorized as quasi-judicial based on the small number of persons who will be affected.

When the factors above are considered in combination, staff finds they indicate the subject Text Amendment is appropriately subjected to a quasi-judicial process. For these reasons, staff finds the request meets the three-part test outlined in *Strawberry Hill 4 Wheelers* as well as the intent of a quasi-judicial process.

Title 22 of the Deschutes County Code, Development Procedures Ordinance

Chapter 22.12, Legislative Procedures

Section 22.12.010, Hearing Required

No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the Planning Commission shall be set at the discretion of the Planning Director, unless

otherwise required by state law.

FINDING: As described above, staff finds the subject request is a quasi-judicial Text Amendment. However, the procedural steps will be similar to those of previous quasi-judicial Text Amendments, where Hearings Officers have determined that they also carry the qualities of a legislative act. The subject amendments will be adopted through an ordinance, consistent with the process for a legislative amendment. The Planning Director has exercised their discretion not to set a hearing before the Planning Commission.

Section 22.12.020, Notice

A. *Published Notice.*

- 1. *Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.***
- 2. *The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.***

B. *Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.*

C. *Individual Notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.*

D. *Media Notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.*

FINDING: Notice of the proposed Text Amendment was published in the Bend Bulletin. Staff mailed a Notice of Application and a subsequent Notice of Public Hearing to property owners within the TUC Zone and within 250 feet of the TUC Zone. At the discretion of the Planning Director, posted notice was not required since the subject request is not property-specific. Staff notes a future application to develop an RV park on a specific property would require posted notice pursuant to DCC 22.24.030(B).

Section 22.12.030, Initiation Of Legislative Changes

A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of Commissioners or the Planning Commission.

FINDING: The applicant has submitted the required fees and requested a Text Amendment. Staff finds the applicant is granted permission under this criterion to initiate a legislative change and has submitted the necessary fee and materials.

Section 22.12.040, Hearings Body

A. *The following shall serve as hearings or review body for legislative changes in this order:*

1. ***The Planning Commission.***
2. ***The Board of County Commissioners.***

FINDING: As described above, the subject application meets the definition of a quasi-judicial application. For this reason, this application was referred to a Hearings Officer rather than the Planning Commission for a recommendation. The adoption of the proposed text amendments will follow a legislative process because it must be approved by the Board. For the purpose of this criterion, staff notes the application has properties of both a quasi-judicial and legislative amendment.

- B. *Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

FINDING: The subject application was not initiated by the Board. Staff finds this criterion does not apply.

Section 22.12.050, Final Decision

All legislative changes shall be adopted by ordinance.

FINDING: Staff finds this criterion requires action by the Board to effect any legislative changes to Deschutes County Code. If the proposed Text Amendment is approved, it will become effective through the Board adoption of an ordinance.

Chapter 22.28, Land Use Action Decisions

Section 22.28.030, Decision On Plan Amendments And Zone Changes

- A. *Except as set forth herein, the Hearings Officer or the Planning Commission when acting as the Hearings Body shall have authority to make decisions on all quasi-judicial zone changes and plan amendments. Prior to becoming effective, all quasi-judicial plan amendments and zone changes shall be adopted by the Board of County Commissioners.***
- B. *In considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board.***

FINDING: As detailed above, staff finds the proposal should be viewed as a quasi-judicial plan amendment. For this reason, staff finds these criteria apply. This application is being referred to a Hearings Officer for a decision. If an appeal is not filed and the Board does not initiate review, the Board shall adopt the Hearings Officer's decision as the decision of the county.

- C. *Plan amendments and zone changes requiring an exception to the goals or concerning lands designated for forest or agricultural use shall be heard de novo before the Board of County Commissioners without the necessity of filing an appeal, regardless of the determination of the Hearings Officer or Planning Commission. Such hearing before the Board shall otherwise be subject to the same procedures as an appeal to the Board under DCC Title 22.***

FINDING: The subject Text Amendment does not require a goal exception and does not concern lands designated for forest or agricultural use. For this reason, a de novo hearing before the Board is not required.

- D. *Notwithstanding DCC 22.28.030(C), when a plan amendment subject to a DCC 22.28.030(C) hearing before the Board of County Commissioners has been consolidated for hearing before the hearings Officer with a zone change or other permit application not requiring a hearing before the board under DCC 22.28.030(C), any party wishing to obtain review of the Hearings Officer's decision on any of those other applications shall file an appeal. The plan amendment shall be heard by the Board consolidated with the appeal of those other applications.***

FINDING: No other application is being consolidated with the subject Text Amendment. Staff finds this criterion does not apply.

Deschutes County Comprehensive Plan

FINDING: The Applicant identified the following Comprehensive Plan policies as relevant to the subject proposal. The identified sections of the Comprehensive Plan and the Applicant's responses are included below:

Chapter 3: Rural Growth

Section 3.4: Rural Economy Policies

Goal 1: Maintain a stable rural economy, compatible with rural lifestyles and a healthy environment.

Policy 3.4.1: Promote rural economic initiatives, including home-based businesses, that maintain the integrity of the rural character and natural environment. a. Review land use regulations to identify legal and appropriate rural economic development opportunities.

a. Review land use regulations to identify legal and appropriate rural economic development opportunities.

RESPONSE: The proposed amendment is consistent with the County's mandate to review land use regulations to identify legal and appropriate economic development opportunities. This amendment provides a new rural economic development opportunity within specific areas of the TuC District while maintaining the integrity of the rural character and natural environment by requiring conditional use approval and expressly limiting where in the TuC District RV Parks can be located.

Policy 3.4.2: Work with stakeholders to promote new recreational and tourist initiatives that maintain the integrity of the natural environment.

RESPONSE: Allowing RV Park development in certain areas of the TuC District will support new and existing recreational and tourist initiatives in the area. Such RV Park development is consistent with maintaining the integrity of the natural environment as it provides for less permanent building and changes to the existing landscape than several other uses permitted within the TuC District.

Policy 3.4.7: Within the parameters of State land use regulations, permit limited local-serving commercial uses in higher-density rural communities.

RESPONSE: Approval of the subject application will allow for a new local-servicing commercial use in higher-density rural communities located in close proximity to adjacent state highways. Visitors of the any potential RV Parks in the TuC District bring additional customers and revenue to other businesses in the TuC District.

Section 3.5: Natural Hazard Policies

Goal 1: Protect people, property, infrastructure, the economy and the environment from natural hazards.

RESPONSE: This goal is met. Any RV Parks created via a conditional use permit within the TuC District will provide for a development that protects people, property, infrastructure, the economy from natural hazards.

The County itself recently commissioned a feasibility study that specifically found "A scarcity of camping opportunities in Central Oregon, including for recreational vehicles (RV), not only reduces total visitation but also contributes to increased dispersed camping in undeveloped forestland and along roads. While visitation and population have both rapidly grown over recent decades, there has been no corresponding increase in camping capacity. This, in turn, results in added forest maintenance and damage to natural habitats, such as sanitation issues, problems with trash management, and increased fire risk." Exhibit 1 at page 1. That statement from the County's own study speaks directly to this Goal.

Stated simply, there is a serious demand for additional RV Parks within Deschutes County and the current lack thereof presents significant issues that can most directly be addressed by providing more RV Parks and campgrounds. In fact, per local news coverage of recent

County Commissioner meetings where the above-mentioned feasibility study was the focus of deliberations, the Commissioners noted there is an “incredible demand” for more RV Parks, and that very few, if any, have been built in the past 40 years in Deschutes County. See Exhibit 2 (news article).

Further, County Planning staff previously included in its 2022-2023 annual work plan an update regarding RV park opportunities, but appeared to stop short of exploring whether existing County zoning may be the main obstacle to developing more RV Parks. See Exhibit 3 at page 34. Examining existing zoning closely, this appears to be true. In Tumalo, potential for development of any RV Parks has effectively been prohibited due to the historical limitation that no RV Parks are allowed if they were not in existence before 1979. The Applicant’s own research suggests that this limitation was originally put in place because of the lack of central sewer services in the area, a concern that is likely to be address in Tumalo in the near future. However, even if that now-dated historical limitation were removed, other applicable conditional use standards in DCC chapter 18.128 make it very difficult for any new RV Parks to be feasible in Tumalo or elsewhere in the County. This proposed Text Amendment seeks to resolve these issues, at least for several properties within the TuC District. (The Applicant has no objection to the County addressing these concerns with a broader text amendment, but specifically limits the subject applicant to only the TuC District as the subject application is applicant-initiated and intended to be quasi-judicial.)

On a more local level in Tumalo itself, the County’s feasibility study cites data from the Oregon Parks and Recreation Department showing the nearby Tumalo State Park frequently reaches close to its 100% capacity which further exacerbate the issues outlined above. Exhibit 1 at page 10. The area proposed to be affected by the Text Amendment will specifically provide opportunities to help mitigate these issues and ease some of the high volume of visitors at Tumalo State Park that may cause capacity issues.

Chapter 4: Urban Growth Management

Section 4.9: Rural Service Center Policies.

Policy 4.9.11: Recreational vehicle or trailer parks and other uses catering to travelers shall be permitted.

RESPONSE: While Tumalo itself is no longer characterized as a “Rural Service Center” by the County, its TuC District shares many similarities. The Comprehensive Plan defines Rural Service Centers as “an unincorporated community consisting primarily of commercial or industrial uses providing goods and services to the surrounding rural area or persons traveling through the area, but which also includes some permanent residential dwellings.” While Tumalo is more broadly defined as a “Rural Community,” its TuC District is in essence a concentrated Rural Service Center with its purpose (as proposed to be amended) being to provide commercial uses providing goods and services to the surrounding rural area or persons traveling through the area. The Comprehensive Plan explicitly mandates that RV Parks catering to travelers shall be permitted in Rural Service Centers and naturally they shall

also be in the TuC District due to the aligned purposes of the two rural districts.

This is why the proposed Text Amendment seeks to amend the TuC District’s purpose statement. The County Commissioners past actions and comments align with allowing uses in the TuC District that further this policy goal as set forth in state rules. OAR 660.022.0010(7) (defining Rural Community as “an unincorporated community which consists primarily of permanent residential dwellings but also has at least two other land uses that provide commercial, industrial, or public uses (including but not limited to schools, churches, grange halls, post offices) to the community, the surrounding rural area, or to persons traveling through the area.”)

In reality, there are hundreds of thousands of people that travel through Tumalo each year and the numbers will likely keep increasing. Hwy 20 is the major highway travelers use when travelling to Tumalo State Park, between Sisters and Bend, and to other attractions in this portion of Deschutes County. Being adjacent to Hwy 20, the TuC is the zoning district within Tumalo that most practically should include the purpose of serving the travel needs of people passing through the area.

Arguably more than any other use, an RV Park clearly “serves the travel needs of people passing through the area” by providing lodging and access to other recreational and commercial opportunities in the Tumalo area. The proposed Text Amendment finally brings the TuC District into consistency with this policy.

FINDING: Staff requests the Hearings Officer amend these findings as they see fit, and determine whether the Applicant has demonstrated compliance with applicable Comprehensive Plan provisions.

Appendix B- Tumalo Community Plan

RV Parks in the Tumalo Community Plan

FINDING: As detailed in the record, there are several public comments which point out that the Tumalo Community Plan does not appear to contemplate an RV park. Consequently, members of the public argue the proposed text amendment does not conform to the Tumalo Community Plan. Staff asks the Hearings Officer to determine whether these objections are relevant.

Economic Development Goal

Retain the economic vibrancy of Tumalo’s historic core and industrial areas while providing economic development opportunities that are compatible with the small town rural character of the community.

Economic Development Policies

Policy 4: Support economic development initiatives and tourism in the Tumalo area.

FINDING: Staff finds the proposed use is consistent with this policy of the Tumalo Community Plan. As detailed in the application materials, allowing an RV park as a conditional use in the TUC Zone would provide economic opportunities within the unincorporated community and would support tourism by expanding lodging options.

Policy 5: Allow for existing and future uses without producing adverse effects upon water resources or wastewater disposal. Coordinate with relevant agencies to ensure industrial uses meet requirements for water availability and wastewater disposal.

FINDING: As described herein, the proposed amendments would create new wastewater standards that only apply to RV parks within the TUC Zone. Specifically, the amendments would not require a property owner to provide laundry facilities or a sewer connection to each RV space until a sewer district is willing and able to provide service. In the interim, it appears to staff that the proposed amendments would allow an RV park to commence operations before sewer connections are established. Staff asks the Hearings Officer to make findings regarding the proposed amendments regarding wastewater disposal within RV parks in the TUC Zone, and whether this future use would have an adverse impact upon water resources or wastewater disposal.

Staff notes that an RV park is not an industrial use, and the proposed amendments are therefore not subject to the second part of this policy.

OREGON ADMINISTRATIVE RULES CHAPTER 660, LAND CONSERVATION AND DEVELOPMENT DEPARTMENT

Division 22, Unincorporated Communities

OAR 660-022-0030 Planning and Zoning of Unincorporated Communities

- (4) County plans and land use regulations may authorize only the following new commercial uses in unincorporated communities:**
 - (c) Uses intended to serve the community and surrounding rural area or the travel needs of people passing through the area.**

FINDING: The proposed amendments would create a new use within the unincorporated community of Tumalo, and is therefore subject to these provisions. The application materials state that an RV park would serve the travel needs of people passing through the area. Staff finds the proposed commercial use may be authorized within an unincorporated community.

- (8) Zoning applied to lands within unincorporated communities shall ensure that the cumulative development:**
 - (A) Will not result in public health hazards or adverse environmental impacts that violate state or federal water quality regulations; and**

- (B) Will not exceed the carrying capacity of the soil or of existing water supply resources and sewer services.**

FINDING: Any future development of an RV park within the TUC Zone would be subject to review by the Deschutes County Onsite Wastewater Division and/or the Department of Environmental Quality to ensure that wastewater disposal complies with applicable state standards. As described above, comments from the Deschutes County Onsite Wastewater Division indicate concerns regarding the ability of the Applicant's property to obtain an onsite wastewater (septic) permit. The proposed amendments would allow a property owner to establish an RV park and wait to install sewage disposal until a sewer district is able to serve the property. Staff notes the capacity of the sewer district would be addressed at the time a development proposal is submitted for a specific property. However, staff finds it may also be relevant in addressing these criteria and determining whether the proposed use would have a cumulative impact that exceeds the capacity of the sewer system or the carrying capacity of the soil. Staff asks the Hearings Officer to make specific findings for this section.

Division 12, Transportation Planning

OAR 660-012-0060 Plan and Land use Regulation Amendments

- (1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**
- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
 - (b) Change standards implementing a functional classification system; or**
 - (c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**
 - (A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
 - (B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**

(C) *Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.*

FINDING: This above language is applicable to the proposal because it involves an amendment to a land use regulation, specifically the permitted uses within the TUC Zone. The proposed amendment would allow an RV park as a conditional use on properties that are two-to-fives acres in size and contiguous to Highway 20. While the Applicant is not proposing any land use development of a specific property at this time, the application materials indicate the intent is follow the Text Amendment with a subsequent Conditional Use Permit application to establish an RV park.

The submitted application materials include a traffic memorandum dated January 8, 2025, prepared by Joe Bessman of Transight Consulting LLC. The traffic memo analyzes a vacant parcel owned by the Applicant, which consists of 19 adjacent tax lots in the TUC Zone, and would potentially be eligible for development of an RV park under the amendments. The memo compares the uses that are currently permitted in the TUC Zone to an RV park to determine whether there would be a significant increase in trip generation with the new use category. As the memo notes, the TUC Zone currently allows for a range of commercial uses such as eating and drinking establishments, retail, and small office buildings.

Based on comparison of current allowable uses within the TuC zoning, the addition of RV park reflects a lower-intensity use. Accordingly, the proposed text amendment does not have the potential to create a significant impact on the transportation system...

Key findings of this Transportation Planning Rule analysis that would allow RV parks as a conditional use within the Tumalo Commercial (TuC) zoning includes the following:

- The proposed text amendment would conditionally allow an RV Park on 19 contiguous lots currently zoned TuC within the unincorporated Tumalo community.
- With a reduction in trips compared to allowable uses, a comparative analysis would show that all surrounding intersections and corridors will operate better with the text amendment, and a significant impact does not occur.
- While the siting of the RV Park complies with the comparative analysis required to satisfy the Transportation Planning Rule, future entitlements will need to assess the net system impacts as required by DCC 18.116.310. This analysis will need to demonstrate that adequate system capacity is available to serve these uses.

The traffic memo was reviewed by the County Senior Transportation Planner, who agreed with the report's conclusions. Staff finds that the proposed Text Amendment will be consistent with the identified function, capacity, and performance standards of the County's transportation facilities in the area. The proposed amendments will not change the functional classification of any existing or planned transportation facility or change the standards implementing a functional classification system. The County Transportation Planner provided the following comments in an email dated April 14, 2025:

I have reviewed the application materials for potential Transportation Planning Rule (TPR) OAR 660-012 effects, including the applicant's transportation memorandum produced by Transight Consulting, LLC, (dated January 8, 2025) and I agree with its assumptions, methodology, and conclusions. The memorandum adequately addresses reasonable worst case scenario analysis through a comparison of the existing outright allowed uses (utilizing ITE category 822 for Strip Retail Plaza as an aggregate category encompassing eating/drinking establishments, small retail, and offices each totaling less than 10,000 square-feet) to the proposed Campground/RV Park (ITE 416) use and ultimately concludes that no significant impacts will be anticipated with the proposed text amendment. Staff notes that, should the proposed text amendment receive approval, further traffic analysis may be required at the time of future development depending on the future development's vehicle trip generation potential. While the current text amendment does not absorb County road capacity, any future proposal for the development of a Campground/RV Park under the proposed use category must demonstrate compliance with the transportation analysis requirements of DCC 18.116.310, including p.m. peak hour vehicle trips related to System Development Charges (SDCs), mitigations, and adequacy of access.

Based on the County Senior Transportation Planner's comments and the traffic memo prepared by Transight Consulting LLC, staff finds compliance with the Transportation Planning Rule has been effectively demonstrated.

DIVISION 15, STATEWIDE PLANNING GOALS AND GUIDELINES

OAR 660-015, Division 15, Statewide Planning Goals and Guidelines

FINDING: The Statewide Planning Goals and the Applicant's findings are quoted below:

Goal 1: Citizen Involvement

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

RESPONSE: The amendments do not propose to change the structure of the County's citizen involvement program. Notice of the proposed amendments will be provided in accordance with the requirements of the DCC. The public hearing on this application will provide the opportunity for any resident to participate in the land use process. Goal 1 is met.

Goal 2: Land Use Planning

Part I – Planning. To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

RESPONSE: Goals policies, and processes related to this application are included in the Deschutes County Comprehensive Plan, Title 23, and Deschutes County Code, Title 18 and Title 22. Compliance with these processes, policies, and regulations are documented within the subject application. Goal 2 is met.

Goal 3: Agricultural Lands

To preserve and maintain agricultural lands.

RESPONSE: No lands will be rezoned as part of this application, furthering the purpose of Goal 3. The purpose of TuC District, as proposed to be amended, is to “allow a range of limited commercial and industrial uses to serve the community and surrounding area or the travel needs of people passing through the area.” Tumalo does not contain any lands with the Comprehensive Plan designation of Agriculture nor the zoning designation of Exclusive Farm Use (EFU). Goal 3 is met.

Goal 4: Forest Lands

To conserve forest lands by maintaining the forest land base and to protect the state’s forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

RESPONSE: The amendments do not propose to rezone or alter forest lands. Further, there are no lands designated Forest, either by Comprehensive Plan or DCC 18.67, within or abutting Tumalo. Goal 4 is met.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

To protect natural resources and conserve scenic and historic areas and open spaces.

RESPONSE: The properties potentially affected by the proposed Text Amendment are not located in the Landscape Management Overlay Zone for the Hwy 20 corridor as that zone specifically does not overlay the TuC District. Several properties in the TuC District, however, are within 660 feet of the ordinary high-water mark of the Deschutes River such that those properties are then within that Landscape Management Overlay Zone. Nevertheless, the subject Text Amendment does not introduce a new conflicting use to the Landscape Management Overlay Zone thereby requiring an economic, social, environmental, and energy (“ESEE”) analysis. As noted above, historic RV Parks have always been allowed within the TuC District. Importantly, the proposed Text Amendment does not alter or change that any proposed RV Park on properties within the Landscape Management Overlay Zone will still be required to fully comply with DCC Chapter 18.84. Goal 5 is met.

Goal 6: Air, Water and Land Resources Quality

To maintain and improve the quality of the air, water and land resources of the state.

RESPONSE: The proposed text amendment will not impact the quality of the air, water, or land resources. Goal 6 is met.

Goal 7: Areas Subject to Natural Disasters and Hazards

To protect people and property from natural hazards.

RESPONSE: To the extent that lands in the TuC District are in areas subject to natural disasters and hazards, the subject application will serve to mitigate the risk of harm from such disasters on the property of Deschutes County citizens via the conditional use permit process and applicable codes and standards. Goal 7 is met.

Goal 8: Recreational Needs

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

RESPONSE: While Goal 8 itself is most often discussed in relation to destination resorts, it more broadly directs local jurisdictions to inventory their existing recreation areas, facilities, and opportunities to determine the existing and future recreational needs of citizens and visitors, and to plan for recreational opportunities in proportion to the demand for them. Development of RV Parks helps satisfy this goal.

As aforementioned herein and as evidenced by the County's own feasibility study, there is a lack of existing RV Parks in Tumalo and its surrounding areas where the existing zoning limits the opportunities for their development despite the well documented and growing demand for such uses. The County itself documented that its existing zoning directly limits where RV Parks may be developed, and the County's existing conditional use requirements in Chapter 18.128 further make such developments not economically feasible. Requiring applicants to provide full amenities such as showers, sewer, and laundry makes RV Parks practically and economically infeasible in most locations throughout the County, and then requires all RV Parks to cater to limited clientele actually seeking such high-end services. Several publicly owned RV Parks, including Tumalo State Park, La Pine State Park, and the County-owned Jefferson County RV Park do not include the full list of amenities that are required for new privately-owned RV Parks in Deschutes County. It is telling that so few RV Parks have recently been developed in Deschutes County, resulting in the County commissioning its own feasibility study as discussed above. The proposed Text Amendment will loosen these requirements to provide new opportunities for RV Parks on at least certain properties in the TuC District. This better satisfies the recreational needs of Deschutes County citizens and visitors by providing for siting of RV vehicles and promoting access to nearby recreational

sites including Tumalo State Park, which is estimated to be more than 200,000 visitors a year according to the Tumalo Community Plan and is increasing annually. Goal 8 is met.

Goal 9: Economic Development

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

RESPONSE: Although the applicability of Goal 9 is debatable in this context, the County's current code provisions governing the TuC District nevertheless clearly do not provide the same economic opportunity as would otherwise be allowed by state rules. Specifically, state rules allow uses in the TuC District that are intended to serve the travel public. DCC 18.67.040's purpose statement notably omits similar language, instead only allowing uses that serve the community and surrounding area. Considering the TuC District's location adjacent to Hwy 20 within the Tumalo community and between Bend and Sisters, omitting uses that also serve the traveling public undeniably then restricts economic development within the district. One clear example of a uses that would otherwise be allowed by state rules and that would otherwise further economic development within the TuC District is an RV park.

Accordingly, the proposed text amendment complies with Goal 9 because it will permit a new and varied economic activity i.e., RV Parks, within the TuC District that will allow property owners within the TuC District an additional opportunity for prosperity. Economic Development Policy 4 of the Tumalo Community Plan is specifically to "Support economic development initiatives and tourism in the Tumalo area" which is exactly what this Text Amendment will do. Goal 9 is met.

Goal 10: Housing

To provide for the housing needs of citizens of the state.

RESPONSE: The subject application does not propose to change to housing. Goal 10 is met, to the extent it is applicable. Further, because Tumalo is classified as a Rural Unincorporated Community under OAR-660-022-0010(7) it is not obligated to fulfill certain housing requirements.

Goal 11: Public Facilities and Services

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

RESPONSE: The proposed text amendment will have no adverse effect on the provision of public facilities and services. In fact, to the extent the Tumalo Basin Sewer District creation moves forward, it can proceed in lockstep with the new opportunities presented by this Text Amendment application. Unless and until a sewer district is installed and functioning,

applicants for RV Parks still should be allowed the opportunity as a business decision to develop and maintain on-site septic systems that are capable of handling the demands of an RV Park with on-site bathrooms and showers. Increased flexibility for RV Park proposals is essential if more are ever to be developed in Deschutes County. Goal 11 is met.

Goal 12: Transportation

To provide and encourage a safe, convenient and economic transportation system.

RESPONSE: The proposed amendment will not impact transportation facilities within the County. The Applicant engaged a traffic engineer, Joe Bessman of Transight Consulting, LLC, who prepared a TPR Analysis (attached as Exhibit 4) and will provide a further Traffic Impact Analysis when future Conditional Use Permit applications for an RV Park are submitted by the Applicant. Among the findings of the TPR is that an “RV park is a much less intense use than what is currently permitted within [the TuC District] and therefore does not create a significant transportation impact. The listing of this use as Conditional will require additional analysis to ensure that the use is consistent with County and State requirements.”

Further, allowing properties in the TuC District to be utilized for RV Parks even if accessed off something other than an arterial or collector street clearly provides more development opportunities for RV Parks. Applicants who are capable of meeting all applicable road standards except for being off an arterial or collector road ought to be provided the same development opportunity and RV Parks should not be arbitrarily prohibited in such circumstances. Stated simply, in its current form DCC 18.128.170(O) is blatantly over regulatory because it prohibits RV Parks on properties that could otherwise meet all applicable road standards. Rather than instead requiring compliance with those applicable road standards, DCC 18.128.170(O) elevates access off of an arterial or collector street as a proxy for those road standards. A property not having access off an arterial or collector is an arbitrary requirement that has directly contributed to the lack RV Parks being developed throughout the County.

The County’s current policy stance was clarified in a written response received by the Applicant from County staff after requesting a meeting to discuss DCC 18.128.170(O). The email communication is included as Exhibit 6. Rather than meeting to discuss the issue, County staff more directly defended in that written response that DCC 18.128.170(O) in its current form “aligns with transportation planning principles by balancing accessibility, safety, and minimal disruption to surrounding communities.” However, County staff also noted that “RV park access and traffic circulation on local roads is not desirable in many situations” (emphasis added). But something not being desirable in many situations is not the same thing as not being desirable in all situations, confirming then that DCC 18.128.170(O) in its current form is over regulatory. Further, County staff assumed that the only other option would be RV Park access off of local access roads, and failed to address that DCC 18.128.170(O) mandates access off of only arterial or collector streets therefore also prohibiting access off a state highway, for example. More importantly, County staff’s written response suggested that although they would be “opposed to eliminating [DCC

18.128.170(O)] outright,” County staff suggested that they would not then be opposed to modifying that provision so long as the following listed factors were instead addressed: (1) traffic capacity and flow; (2) geometric design; (3) pavement design; (4) livability impacts on local residents; and (5) accessibility and convenience to amenities and state highways. Although the Applicant questions if the last two aforementioned factors are best addressed as part of traffic and road issues, to honor County staff’s recommendation the Applicant, as part of the subject Text Amendment, proposes replacing the currently over regulatory DCC 18.128.170(O)—at least within the TuC District—with the same listed factors recommend by County staff. The intended outcome would be that RV Parks within the TuC District could be approved off of something other than arterial and collector streets after consideration of these factors. The proposed text amendment does not eliminate the purposes of DCC 18.128.170(O) outright as County staff cautioned, rather it provides more flexibility and opportunity for development of RV Parks when the County itself has determined that such uses are severely lacking throughout our community. Stated simply, when the County Commissioners themselves have expressed they want to foster RV Park development throughout the County, any blatantly over regulatory code provision that unnecessarily prohibits RV Parks on otherwise qualifying properties should be re-examined.

As a final comment, the impact of DCC 18.128.170(O) on RV Park development should not be lost on the County. The County’s very own feasibility study discussed above identified three properties where the County itself may consider developing an RV Park. Two out of three sites identified by that feasibility study would not meet DCC 18.128.170(O), yet those two sites were not then immediately excluded from further consideration. Specifically, the Crooked River Ranch Site’s only means of access is via NW 8th Court, a “Rural Local” road. The Fort Thompson Site’s only means of access is off Oregon State Highway 97 which also is not an “arterial or collector street.” If pursued further, both aforementioned sites would likely require zone changes and/or text amendments before RV Parks would be viable options. Assuming the County would then pursue legislative amendments allowing RV Parks as conditional uses on those two aforementioned properties, then the County would be in the very same position as the Applicant when it comes to the addressing DCC 18.128.170(O). If the County’s intention is to staunchly defend that RV Parks should only be developed on properties with direct access from arterial or collector streets, then presumably the County’s own feasibility study would not have wasted resources analyzing two properties that do not meet that overly stringent standard.

Goal 12 is met.

Goal 13: Energy Conservation

To conserve energy.

RESPONSE: The proposed amendment will have a de minimis effect on the provision of public facilities and services. To the extent Goal 13 is applicable, new RV Parks developed in the TuC District will be designed and constructed with best practices for the modern-day construction industry, including energy efficient design standards, as well as the ability to

accommodate vehicles that are of the “van-life” variety and less consumptive than larger traditional RVs of both the motorized and trailer variety.

Goal 14: Urbanization

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

RESPONSE: Goal 14 concerns the provision of urban and rural land uses to ensure efficient use of land and livable communities. The proposed amendment does not amend an urban growth boundary, and RV Parks are permitted as a conditional use in several other rural zones throughout the County. Like the TuC District, these other zones serve rural communities. RV Parks are not exclusively an “urban use” and RV Parks significantly contribute to rural recreational opportunities. The subject application proposes to limit RV Parks to lands in the TuC District that are located in close proximity to the adjacent State Hwy 20, thereby promoting an orderly and efficient transition from rural to urban land use to the extent applicable. Goal 14 is met.

Goals 15-19

RESPONSE: Goals 15 through 19 do not apply (Goal 15 Willamette River Greenway; Goal 16 Estuarine Resources; Goal 17 Coastal Shorelands; Goal 18 Beaches and Dunes; and Goal 19 Ocean Resources).

Staff generally accepts the Applicant’s responses and finds compliance with the applicable Statewide Planning Goals has been effectively demonstrated.

IV. CONCLUSION & RECOMMENDATION

Staff requests the Hearings Officer determine if the Applicant has met the burden of proof necessary to justify the proposed Text Amendment through effectively demonstrating compliance with the applicable criteria of DCC Title 18 (the Deschutes County Zoning Ordinance), the Deschutes County Comprehensive Plan, and applicable sections of OAR and ORS.

DESCHUTES COUNTY PLANNING DIVISION


Written by: Audrey Stuart, Associate Planner

Anthony Raguine

Reviewed by: Anthony Raguine, Principal Planner

Attachments: 1) Proposed Text Amendments

Attachment A: Proposed Text Amendments

18.67.040 Commercial (TuC) District

The Tumalo Commercial District is intended to allow a range of limited commercial and industrial uses to serve the community and surrounding area or the travel needs of people passing through the area.

- A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review under DCC 18.124.
 1. A single-unit dwelling or duplex.
 2. A manufactured dwelling subject to DCC 18.116.070.
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Class I and II road or street project subject to approval as part of a land partition, subdivision, or subject to the standards of DCC 18.67.060 and 18.116.230.
 5. Class III road or street project.
 6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
 7. Residential home.
- B. Uses Permitted, Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.67, 18.116, and 18.124:
 1. A building or buildings, none of which exceeds 4,000 square feet of floor area to be used by any combination of the following uses:
 - a. Retail or service business.
 - b. Eating and/or drinking establishment.
 - c. Offices.
 - d. A dwelling unit permitted outright or conditionally, in the same building as a use permitted in DCC 18.67.040.
 - e. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 2. Any of the uses listed under DCC 18.67.040 proposing to occupy more than 4,000 square feet of floor area in a building subject to the provisions of DCC 18.67.040(E).
 3. Child care facility and/or preschool.
- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.116, 18.124, and 18.128:
 1. Religious institutions or assemblies.
 2. Bed and breakfast inn.
 3. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 4. Park.
 5. Public or semi-public building.
 6. Utility facility.
 7. Water supply or treatment facility.
 8. Manufactured dwelling, ~~RV park~~ on a lot or parcel in use as a manufactured dwelling park ~~or recreational vehicle~~ park prior to the adoption of PL-15 in 1979 and being operated as of June 12, 1996, as a manufactured dwelling park ~~or recreational vehicle park~~, including any expansion of such uses on the same lot or parcel as configured on June 12, 1996.
 9. The following uses and their accessory uses may be conducted in a building or buildings not to exceed 4,000 square feet of floor area.
 - a. Farm equipment, sales, service, or repair.
 - b. Trailer sales, service, or repair.

- c. Vehicle service or repair.
 - d. Veterinary clinic.
- 10. The following uses may be conducted in a building or buildings not to exceed 10,000 square feet of floor area:
 - a. Manufacturing or production.
 - b. Wholesale sales.
 - c. Marijuana retailing, subject to the provisions of DCC 18.116.330.
- 11. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
- 12. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.
- 13. Psilocybin service centers, subject to the provisions of DCC 18.116.380.
- 14. Recreational Vehicle Parks.**
- D. Use Limitations. The following use limitations shall apply to the uses listed in DCC 18.67.040(C)(10).
 - 1. Compatibility.
 - a. Any use expected to generate more than 50 truck-trailer and/or heavy equipment trips per day to and from the subject property shall not be permitted to locate on a lot or parcel abutting or across a local or collector street from a lot or parcel in a residential district.
 - 2. Traffic and Parking.
 - a. A use that generates more than 20 auto or truck trips during the peak hour of the day to and from the premises shall document with facts that the affected transportation facilities are adequate to serve the proposed use, considering the functional classification, capacity, and level of service of the affected transportation facility.
 - b. All parking demand generated by uses permitted by DCC 18.67 shall be accommodated entirely on the premises.
- E. Requirements for Large Scale Uses.
 - 1. All uses listed in DCC 18.67.040(B) may have a total floor area exceeding 4,000 square feet but not greater than 10,000 square feet if the Planning Director or Hearings Body finds:
 - a. The use is intended to serve the community and surrounding rural area, or the traveling needs of people passing through the area;
 - b. The use will primarily employ a work force from the community and surrounding rural area; and
 - c. It is not practical to contain the proposed use within 4,000 square feet of the floor area.
 - 2. This provision does not apply to uses listed in DCC 18.67.040(C)(10).
 - 3. For the purposes of DCC 18.67.040, the surrounding rural area is described as the following: extending north to the Township boundary between Townships 15 and 16; extending west to the boundary of the public lands managed by the U.S. Forest Service in T16S-R11E; extending south to the south section lines of T17S-R12E sections 4,5,6 and T17S-R11E sections 1,2,3; and extending east to Highway 97.

- F. Design Standards. Ground Floor Windows. The following criteria for ground floor windows apply to new buildings in the TuC district except those uses listed in DCC 18.67.040(C)(10) and any residential use. The provisions of DCC 18.124 also apply.
1. The windows must be at least 50 percent of the length of the ground level wall area and 25 percent of height of the ground level wall area. Ground level wall area includes all exterior wall area up to nine feet above the finished grade. The window requirement applies to the ground level of exterior building walls which abut sidewalks or streets.
 2. Required window areas shall be either windows that allow views into working areas, lobbies, pedestrian entrances or display windows.
- G. Lot Area Requirements. The minimum lot area is 10,000 square feet. In addition, lot area requirements for this district shall be determined by spatial requirements for sewage disposal, required landscaped areas, and off-street parking.
- H. Lot Coverage Standards.
1. Lot Coverage: No lot coverage requirements, provided spatial requirements for parking, sewage disposal, and landscaping are satisfied.
 2. No use listed in DCC 18.67.040(C)(10) that is abutting or across a local or collector from a lot or parcel in a residential district shall exceed 70 percent lot coverage, including outside storage, and off-street parking and loading areas.
- I. Setback Standards.
1. Front Setback. The front setback shall be a maximum of 15 feet, except as otherwise allowed by DCC 18.124.070 (D)(3). The front setback for structures may be reduced, but not increased, to the average setback distance of existing structures on abutting lots or parcels.
 2. Side Setback. No requirement, subject to DCC 18.67.040(I)(4).
 3. Rear Setback. No specific requirement, subject to DCC 18.67.040 (I)(4).
 4. Exceptions to Setback Standards.
 - a. Lot line(s) abutting a residential zone. For all new structures or substantial alterations of a structure requiring a building permit, on a lot or parcel abutting a residential district, the setback shall be a minimum of 15 feet. The required setback will be increased by one foot for each foot by which the structure height exceeds 20 feet.
 - b. Lot line(s) abutting an EFU zone. Any structure requiring a building permit, on a lot or parcel abutting EFU-zoned land receiving special assessment for farm use, shall have a minimum setback of 100 feet from any shared lot line.
- J. **Additional Standards for Recreational Vehicle Parks**
1. **Recreational Vehicle Parks shall only be allowed on a single parcel or contiguous parcels under common ownership that meet the following requirements:**
 - a. **The area of the parcel(s) proposed for development shall exceed 2 acres but no more than 5 acres;**
 - b. **The parcel(s) shall all be located in a sewer district; and**
 - c. **The single parcel or at least one of the contiguous parcels under common ownership shall be adjacent to State Highway 20.**
 2. **Compliance with DCC 18.128.170.**
 - a. **For sewage disposal service and laundry facilities only, Recreational Vehicle Parks in the Tumalo Commercial District shall not be required to comply with DCC 18.128.170(0) and (J) until a sewer district is willing and able to provide service to the proposed project. The County may include conditions of approval requiring Recreational Vehicle Parks to provide sewer connection to each**

recreational vehicle space and to provide laundry facilities as outlined in DCC 18.128.170(J) once sewer service is available from a sewer district

- b. To ensure compliance with DCC 18.128.170(G), Recreational Vehicle Parks in the Tumalo Commercial District shall only provide temporary lodging with no recreational vehicles utilized as permanent "residential dwellings" as that term is used in ORS 197.493.
- c. Compliance with DCC 18.128.170(0) requiring that access to a Recreational Vehicle Park shall be from an arterial or collector street shall not be applicable in the Tumalo Commercial District so long as an applicant instead demonstrates that the street providing direct access to the proposed Recreational Vehicle Park shall not be unreasonably impacted. To demonstrate compliance with this standard, an applicant shall address traffic capacity and flow, geometric design, pavement design, livability impacts on local residents, and accessibility and convenience to amenities and state highways.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings *
 Officer's Recommendation in File No. 247- * ORDER NO. 2025-040
 25-000106-TA.

WHEREAS, on June 16, 2025, a public hearing was held before a Hearings Officer regarding File No. 247-25-000106-TA; and

WHEREAS, pursuant to Section 22.28.030 of the Deschutes County Code ("DCC"), the Hearings Officer shall issue a recommendation on the quasi-judicial Text Amendment; and

WHEREAS, DCC Section 22.28.030 provides the Deschutes County Board of County Commissioners ("Board") discretion on whether to initiate review of File No. 247-25-000106-TA or adopt the Hearings Officer's recommendation; and

WHEREAS, the Board has given due consideration as to whether to initiate review of this application; now therefore,

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

Section 1. That it will initiate review and hear file no. 247-25-000106-TA pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The Board hearing shall be *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to DCC 22.28.050(C) and DCC 22.32.035(D), to date the only documents placed before and considered by the Board are the record developed before the lower hearings body for File No. 247-25-000106-TA as presented at the following website:

<https://www.deschutes.org/cd/page/247-25-000106-ta-tumalo-rv-park-text-amendment>

Going forward, all documents further placed before, and not rejected by, the Board shall be placed on the Board's website, and that website shall be the Board's official repository for the record in this matter.

DATED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings
Officer's Recommendation in File No. 247-
25-000106-TA.

*
*

ORDER NO. 2025-040

WHEREAS, on June 16, 2025, a public hearing was held before a Hearings Officer regarding File No. 247-25-000106-TA; and

WHEREAS, pursuant to Section 22.28.030 of the Deschutes County Code ("DCC"), the Hearings Officer shall issue a recommendation on the quasi-judicial Text Amendment; and

WHEREAS, DCC Section 22.28.030 provides the Deschutes County Board of County Commissioners ("Board") discretion on whether to initiate review of File No. 247-25-000106-TA or adopt the Hearings Officer's recommendation; and

WHEREAS, the Board has given due consideration as to whether to initiate review of this application; now therefore,

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

Section 1. That it will not initiate review of File No. 247-25-000106-TA pursuant to Title 22 of the DCC and/or other applicable provisions of the County land use ordinances.

Section 2. Pursuant to DCC 22.28.030(B), the Board shall adopt the Hearings Officer's recommendation as the County decision. No argument or further testimony will be taken by the Board.

Section 3. Pursuant to DCC 22.28.050(C) and DCC 22.32.035(D), the only documents placed before and considered by the Board are the record developed before the lower hearing body for File No. 247-25-000106-TA as presented at the following website:

<https://www.deschutes.org/cd/page/247-25-000106-ta-tumalo-rv-park-text-amendment>

DATED this _____ day of _____, 2025.

ORDER NO. 2025-040

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: September 3, 2025

SUBJECT: Clarification on Guidelines for the District Mapping Advisory Committee

BACKGROUND AND POLICY IMPLICATIONS:

The District Mapping Advisory Committee (DMAC) held an orientation meeting on August 27th. During the orientation meeting, the DMAC Guidelines as approved by the Board of County Commissioners (BOCC) were reviewed.

Several DMAC members seek clarification on language in the mapping criteria section of the guidelines--specifically, if the draft map for BOCC consideration must have five districts or if DMAC has the option of presenting a draft map with different considerations (e.g., a map consisting of four districts and one at-large seat) if a majority of the DMAC approves.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Nick Lelack, County Administrator

Jen Patterson, Strategic Initiatives Manager