



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 06, 2021

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

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

AGENDA

MEETING FORMAT

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

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

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by 8:00 a.m. before the start of the meeting will be included in the meeting record.

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: *For items not on this Agenda*

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

CONSENT AGENDA

- [1.](#) Consideration of Board Signature of Document No. 2021-688, Amendment to IGA with Oregon Judicial Department for Emergency Trailer Storage.
- [2.](#) Consideration of Board Signature of Order No. 2021-043 Deschutes County Sheriff's Office Order Requesting Declaration of Certain Deschutes County Personal Property Surplus and Authorizing Sale
- [3.](#) Consideration of Board Signature of Resolution No. 2021-071 Increasing Appropriations within the Health Services Fund and 2021-2022 Deschutes County Budget.
- [4.](#) Consideration of Board Signature of Resolution No. 2021-072 Increasing and Converting FTE within the Health Services Fund and 2021-2022 Deschutes County Budget.

ACTION ITEMS

- [5.](#) **9:05 a.m.** Consideration of Board Signature of Document No. 2021-600, Bend High School Based Health Center.
- [6.](#) **9:15 a.m.** Consideration of Board Signature of Document No. 2021-602, Ensworth Elementary School Based Health Center.
- [7.](#) **9:25 a.m.** Acceptance of Hazard Mitigation Grant from OEM / FEMA
- [8.](#) **9:35 a.m.** 2021 Revision to the Greater Bend Community Wildfire Protection Plan

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

9. Executive Sessions under ORS 192.660(2)(h) Litigation and ORS 192.660(2)(f) Records that are exempt from disclosure

LUNCH RECESS

10. **Requested time of 1:00 p.m.**

Youth Success Partnership (YSP) Program Update

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, October 6, 2021

SUBJECT: Consideration of Board Signature of Document No. 2021-688, Amendment to IGA with Oregon Judicial Department for Emergency Trailer Storage.

RECOMMENDED MOTION:

Move Board Signature of Document Number 2021-688

BACKGROUND AND POLICY IMPLICATIONS:

In 2009, Deschutes County and the State of Oregon Judicial Department (OJD) entered into an Intergovernmental Agreement (IGA) to allow the OJD to store an emergency response trailer at the Deschutes County Road Department location. Emergency responders can use the trailer as an incident command center and the state courts may use it as a temporary courtroom. The OJD stages similar trailers in various locations throughout the state.

The OJD has requested extension through November 28, 2029 for the IGA, and the Road Department, legal counsel, and Property Management recommend the extension.

BUDGET IMPACTS:

Budgeted amount of \$100.87 per month, for annual total of \$1,210.44. IGA includes an annual 2.5% increase each September 1st.

ATTENDANCE:

Kristie Bollinger, Property Manager (REQUEST CONSENT AGENDA)

REVIEWED

LEGAL COUNSEL

**FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
TRAILER STORAGE**

PARTIES: DESCHUTES COUNTY, a political subdivision of the State of Oregon (County)

And

STATE OF OREGON, acting by and through its Oregon Judicial Department (OJD)

WHEREAS, the Parties entered into an Intergovernmental Agreement dated effective December 21, 2009 (DC 2009-407), and First Amendment to Intergovernmental Agreement (DC 2013-560), and Second Amendment to Intergovernmental Agreement (DC 2017-692), and Third Amendment to Intergovernmental Agreement (DC 2018-162) and

WHEREAS, the Parties wish to extend the term and make other changes to the Agreement;

NOW, THEREFORE, the Parties agree the Agreement is hereby amended to read as follows:

- 2.1 The Effective Date of this Agreement is September 1, 2009, or upon signature of all parties, whichever is later and shall terminate ~~at the end of an 8-year~~ 12-year on November 28, 2029, ~~period~~ on which date this Agreement automatically terminates unless extended by a fully executed amendment. The parties agree that if OJD holds over after the end of the original term of the Agreement, a tenancy from month to month shall be created at the same rental rate.

4.8 Exhibit "B" is attached and updated within this amendment.

4.10 OJD shall limit its access to the Road Department Compound to the single gate depicted on the attached "B" (the "security code gate"). Exhibit B identified in Amendment 1 and attached thereto is now renamed as Exhibit A and replaces the Exhibit A that was included in the original Intergovernmental agreement. A copy of the renamed Exhibit A is attached hereto and incorporated herein.

9.3. Any notice or notices provided under this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

OJD Marshal's Office
Oregon Judicial Department
Evan West, Chief Marshal
1163 State Street
Salem, OR 97301

Deschutes County Property Management
Property Manager
P.O. Box 6005
Bend, OR 97708-6005
541-385-1414 Kristie.Bollinger@deschutes.org

Except as otherwise provided in this Amendment, the terms and conditions of the Intergovernmental Agreement, and First, Second, and Third Amendments remain in effect.

Signature Page Follows

COUNTY:

DATED this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PHIL CHANG, Vice Chair

Recording Secretary

PATTI ADAIR, Commissioner

OREGON JUDICIAL DEPARTMENT:

DATED this 20th day of September 2021

STATE OF OREGON acting by and through its
Oregon Judicial Department

By: 

Nancy Cozine
(printed/typed name)

State Court Administrator
Title

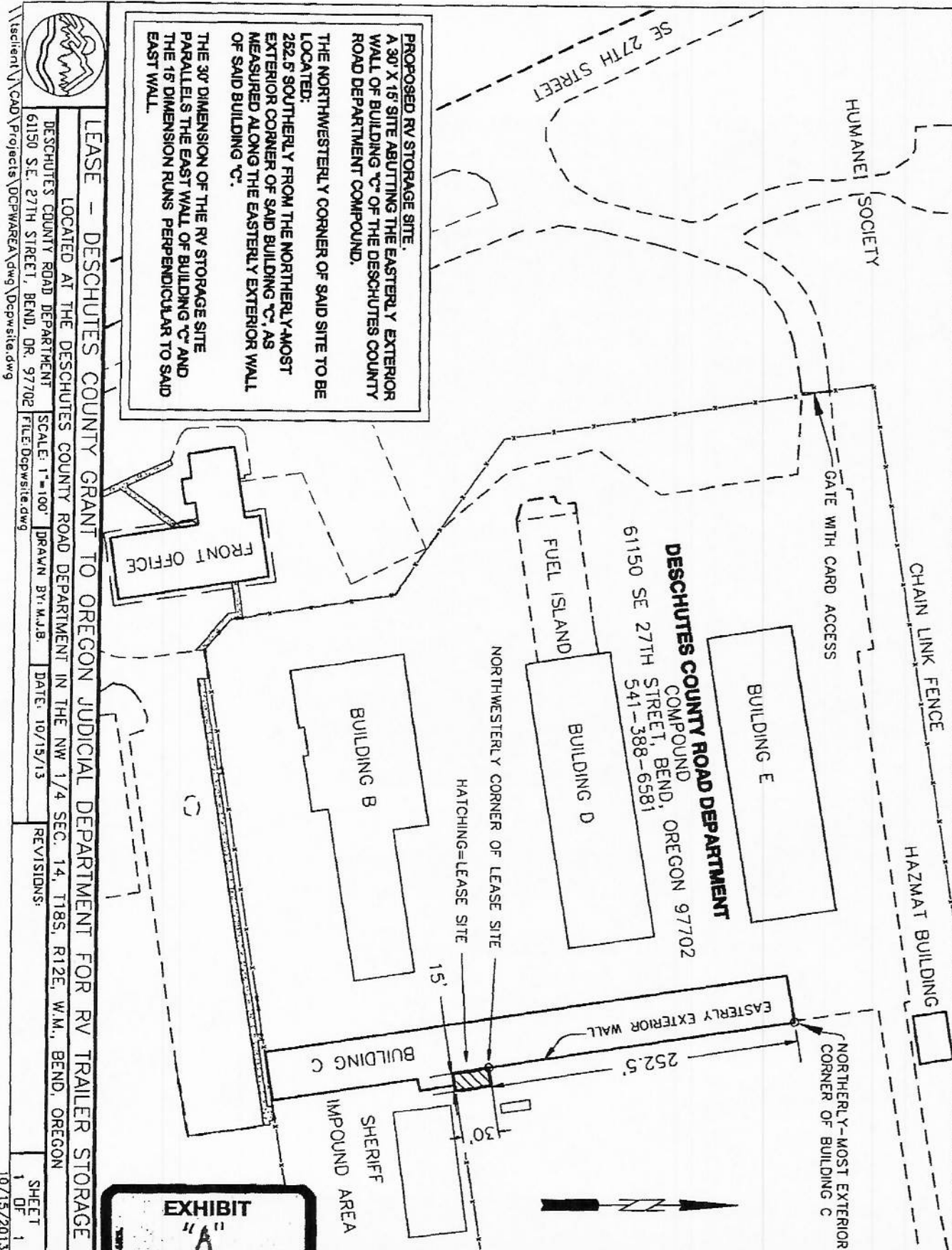
9/20/2021
Date

Approved to form and legal sufficiency by:

Teresa Bradshaw via email
OJD Office of General Counsel

September 14, 2021
Date

Exhibit A



LEASE - DESCHUTES COUNTY GRANT TO OREGON JUDICIAL DEPARTMENT FOR RV TRAILER STORAGE

LOCATED AT THE DESCHUTES COUNTY ROAD DEPARTMENT IN THE NW 1/4 SEC. 14, T18S, R12E, W.M., BEND, OREGON

DESCHUTES COUNTY ROAD DEPARTMENT
61150 SE. 27TH STREET, BEND, OR. 97702

SCALE: 1"=100' DRAWN BY: M.J.B. DATE: 10/15/13 REVISIONS:
FILE: Dcpwsite.dwg
SHEET 1 OF 1
10/15/2013

EXHIBIT "A"
DC 2013-560
DC 2021-688

“Exhibit B”
 Authorized Oregon Judicial Department Staff
 September 07, 2021

OJD ERT Team - Salem				
Name	Phone No. – Office	Phone No. – Cell	Phone No. – Home	E-Mail
Evan West	503-986-4547	503-871-3427	503-871-4033	evan.d.west@ojd.state.or.us
Rob Piontek	503-986-5123	503-302-0107	541-441-1174	rob.c.piontek@ojd.state.or.us
Jon Gadberry	503-986-5882	503-383-6055	503-580-2261	jonathan.a.gadberry@ojd.state.or.us
Tracy Miller	503-986-5635	503-977-7933	503-364-0719	tracy.l.miller@ojd.state.or.us
Peter Diec	503-986-5538	971-239-8480	503-409-4309	peter.diec@ojd.state.or.us
Leo Porter	503-986-5582	503-383-8929	-----	leonardo.l.porter@ojd.state.or.us
Brian Canfield	503-986-5655	971-239-8465	503-999-8633	brian.Canfield@ojd.state.or.us
Richie Mentgen	-----	971-240-8700	541-805-5758	richie.mentgen@ojd.state.or.us
Chris Canfield	503-986-5548	971-239-8482	-----	christopher.h.canfield@ojd.state.or.us
Lance Jewett	503-986-5526	503-383-5787	503-559-9860	lance.r.jewett@ojd.state.or.us
Blake Chandler	503-986-5577	971-600-7652	503-881-4734	blake.chandler@ojd.state.or.us
Deschutes County Circuit Court - BEND				
Angie Curtis (TCA)	541-317-4780	541-306-0385	541-371-7108 (personal cell)	angie.curtis@ojd.state.or.us
Christie Combs (Supervisor)	541-317-4784	541-480-4647		christie.d.combs@ojd.state.or.us
Heidi Howard (Tech)	541-317-4779	541-588-2520	541-419-5692 (personal cell)	heidi.howard@ojd.state.or.us
Bryan Ewing (Tech)	541-317-4781	541-480-9380	541-241-0450	bryan.a.ewing@ojd.state.or.us
ODOT ERT Contacts				
Name	Work	Cell	Email	
Christina LeClerc, Emergency Operations Manager	503-986-4488		christina.leclerc@odot.state.or.us	
Mike Armer, ODOT Transport Manager	503-986-2743	503-580-5629	michael.armer@odot.state.or.us	
ODOT 24/7 Dispatch	503-362-0457			

ERT Storage Locations

Salem: ODOT, 800 Airport Rd SE, Salem OR.

Bend: Deschutes County Road Department, 61150 SE 27th St, Bend OR

DESCHUTES COUNTY DOCUMENT SUMMARY

10/06/2021 Item #1.

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

Please complete all sections above the Official Review line.

Date: August 17, 2021 **Department:** Administrative; Property Management Division

Parties of IGA: Deschutes County and the State of Oregon, acting by and through its Oregon Judicial Department (OJD)

State OJD: Mary Ellen Gregor, Procurement Office

State OJD Telephone #: (503) 986-5525

Type of Document: 4th Amendment to Intergovernmental Agreement (DC 2009-407)

Goods and/or Services: Intergovernmental Agreement for parking space for state emergency trailer

Background & History:

In 2009, Deschutes County and the State of Oregon Judicial Department (OJD) entered into an Intergovernmental Agreement (IGA) to allow the OJD to store an emergency response trailer at the Deschutes County Road Department location. Emergency responders can use the trailer as an incident command center and the state courts may use it as a temporary courtroom. The OJD stages similar trailers in various locations throughout the state.

The OJD has requested extension through November 28, 2029 for the IGA, and the Road Department, legal counsel, and Property Management recommend the extension.

Agreement Starting Date: 2/21/2009 **Ending Date:** November 29, 2029

Annual Value or Total Payment: \$100.87 per month or \$1,210.44 for first year. IGA includes a 2.5% annual increase each September 1st.

X Insurance Certificate Received (check box)

Insurance Expiration Date: Insurance per ORS 30.260 – 30.300

Check all that apply:

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


Funding Source: (Included in current budget? X Yes No

9/22/2021

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

Departmental Contact and Title: Kristie Bollinger, Property Manager

Telephone #: (541) 385-1414

Department Director Approval: 
Signature

9/22/2021
Date

Distribution of Document: Return documents to Property Management.

Official Review:

- County Signature Required (check one):
- BOCC (if \$150,000 or more) – BOARD AGENDA Item
 - County Administrator (if \$25,000 but under \$150,000)
 - Department Director - Health (if under \$50,000)
 - Department Head/Director (if under \$25,000)

Legal Review _____ Date _____

Document Number Doc No. 2021-688

9/22/2021



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 6, 2021

SUBJECT: Order #2021-043 Deschutes County Sheriff's Office Order Requesting Declaration of Certain Deschutes County Personal Property Surplus and Authorizing Sale

RECOMMENDED MOTION:

Move approval of Order.

BACKGROUND AND POLICY IMPLICATIONS:

This is an Order to declare certain Sheriff's Office vehicles that have reached end of life, as surplus property and request for the approval to disposition these vehicles through public auction. Since 2008, the Sheriff's Office has used web-based services to auction our surplus property, such as vehicles. Deschutes County Code 2.37.110 (Disposal of County Surplus Personal Property) enables the Sheriff's Office to disposition surplus property through online auction that would otherwise continue to depreciate.

BUDGET IMPACTS:

The Sheriff's Office uses GovDeals.com for our online auctions of surplus vehicles. From November 2016 through June 2020, we have sold 68 vehicles and have brought in a total of \$199,224.40. All administrative fees and sales fees are paid by the purchaser through GovDeals, leaving no fees for the Sheriff's office to pay for the service.

ATTENDANCE:

Peter Martin, Automotive Supervisor, Deschutes County Sheriff's Office

REVIEWED
[Signature]
LEGAL COUNSEL



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

An Order Declaring Certain Deschutes County Personal Property Surplus and Authorizing Sale. * * * ORDER NO. 2021 - 043

WHEREAS, certain personal property described in Exhibit A, attached hereto by this reference incorporated herein, is no longer needed for public use by the County; and

WHEREAS, it is necessary to dispose of this surplus personal property; and

WHEREAS, it is appropriate to dispose of such property by auction; now, therefore,

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

Section 1. The Deschutes County Sheriff, or his designee, is hereby authorized and directed to dispose of the personal property described in Exhibit A to this order at public auction.

Section 2. The Chair is authorized on behalf of the County to execute any and all documents necessary to complete the transfer of any personal property authorized to be auctioned in accordance with this order.

APPROVED this _____ day of _____ 2021

Anthony DeBone, Chair

ATTEST:

Phil Chang, Vice Chair

Recording Secretary

Patti Adair, Commissioner

EXHIBIT A

Sheriff's Office Surplus Property

Vehicle #	Description	VIN	Reason
15-06	2015 Dodge Charger	2C3CDXKT4FH739186	End of useful life for Sheriff's Office
97-18	1997 Ford E350 van	1FBHE31L5VHB36362	End of useful life for Sheriff's Office
10-21	2010 Ford Expedition	1FMJU1G52AE853088	End of useful life for Sheriff's Office
15-07	2015 Ford Expedition	1FMJU1GTXFEF10197	End of useful life for Sheriff's Office
15-08	2015 Ford Expedition	1FMJU1GT1FEF10198	End of useful life for Sheriff's Office
15-10	2015 Ford Expedition	1FMJU1GT6FEF10200	End of useful life for Sheriff's Office
15-11	2015 Ford F150	1FTFW1EF3EKG08280	End of useful life for Sheriff's Office
17-03	2016 Chevy Tahoe	1GNLCDECXGR358072	End of useful life for Sheriff's Office
05-18	2005 Ford F150	1FTPW14575KE65962	End of useful life for Sheriff's Office
07-10	2007 Ford Explorer	1FMEU73E47UA83442	End of useful life for Sheriff's Office
16-01	2015 Chevy Tahoe	1GNLCZEC3FR711285	End of useful life for Sheriff's Office

DESCHUTES COUNTY SHERIFF'S OFFICE
DOCUMENT SUMMARY

Date: September 8, 2021

Deschutes County Sheriff's Office

Contractor/Supplier/Consultant Name: N/A

Contractor Contact: N/A

Contractor Phone #: N/A

Type of Document: Order Declaring Certain Deschutes County Personal Property Surplus and Authorizing Sale.

Goods and/or Services: This is a BOCC order to declare certain DCSO vehicles that have reached end of life, as surplus property and request for their approval to disposition these vehicles through public auction.

Background & History: Since 2008, the Sheriff's Office has used web-based services to auction our surplus property, such as vehicles. Deschutes County Code 2.37.110 (Disposal of County Surplus Personal Property) enables the Sheriff's Office to disposition surplus property through online auction that would otherwise continue to depreciate.

Agreement Starting Date: N/A

Ending Date: N/A

Annual Value or Total Payment: The Sheriff's Office pays no fee for online public auction services.

Insurance Certificate Received (check box) N/A
Insurance Expiration Date:

Check all that apply: N/A

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

Funding Source: (Included in current budget?) N/A Yes No

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

Is this a Grant Agreement providing revenue to the Sheriff's Office?

Yes No

Sheriff's Office Contact and Title: Pete Martin, Automotive Supervisor

Phone #: (541) 388-6537

Legal Review: 

Sheriff's Approval: 
Signature

092221
Date

Distribution of Document: Please notify Jennifer L. Hill, ext. 3347 when document is ready to pick up.

Official Review:

Signature Required (check one): BOCC Sheriff (if <\$25K)

County Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No.)

Order Number 2021-043



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 10/06/2021

SUBJECT: Consideration of Resolution No. 2021-071 Increasing Appropriations within the Health Services Fund and 2021-2022 Deschutes County Budget.

RECOMMENDED MOTION:

Move Approval of Resolution of Resolution No. 2021-071 Increasing Appropriations within the Health Services Fund and 2021-2022 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Health Authority awarded Health Services \$296,475 through its Measure 110 Grants. They did so in two parts-- first in the amount of \$183,975 and then an additional \$112,475 through an amendment. The Board approved acceptance of the original grant funds on June 7th. This budget adjustment appropriates the full amount of Measure 110 grant funds to the Health Services Fund for Fiscal Year 2022. Funds will be used to: 1) Expand harm reduction services-syringe exchange, naloxone distribution and viral testing- to people who are fragilely housed or completely unhoused and cannot access regularly scheduled outreach events; 2) Pilot a Hepatitis C testing program specifically for this population and for others who access DCHS' harm reduction services; 3) Collect data to design a Hepatitis C outreach treatment program for people identified as Hepatitis C positive who cannot access traditional treatment facilities; and 4) Provide temporary housing, transportation and basic needs to increase engagement and connect with Naloxone training and treatment resources. No additional staff is requested.

BUDGET IMPACTS:

This Resolution appropriates \$296,450 in Program Expense within the Health Services Fund.

ATTENDANCE:

Cheryl Smallman, Business Officer, Health Services, Greg Munn, Chief Financial Officer.



**BOARD OF
COMMISSIONERS**

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing *
Appropriations within the 2021-2022 * RESOLUTION NO. 2021-071
Deschutes County Budget *

WHEREAS, the Deschutes County Health Services Department presented to the Board of County Commissioners on 6/7/2021 with regards to accepting an Oregon Health Authority award through its Measure 110 Grants to support Health Services Prevention programs, and

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

WHEREAS, it is necessary to increase appropriations by \$296,450 within the Health Services Fund to accommodate this request, now therefore;

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

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

<u>Health Services</u>	
State Miscellaneous	\$ 296,450
Health Services Total	<u>\$ 296,450</u>

Section 2. That the following expenditures be budgeted in the 2021-22 County Budget:

<u>Health Services</u>	
Program Expense	\$ 296,450
Health Services Total	<u>\$ 296,450</u>

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

DATED this _____ day of October, 2021.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PHIL CHANG, Vice-Chair

Recording Secretary

PATTI ADAIR, Commissioner

Deschutes County
Appropriation of New Grant

REVENUE

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
		HSADULT	HS3M110HR	2743152	335011	State Miscellaneous	-	147,950	147,950
		HSCOMMDIS	HS3M110HR	2743153	335011	State Miscellaneous	-	148,500	148,500
TOTAL							-	296,450	296,450

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
		HSCOMMDIS	HS3M110HR	2743153	430378	M&S	Temp Help - Admin	-	20,000	20,000
		HSCOMMDIS	HS3M110HR	2743153	460133	M&S	Medical Supplies	-	65,000	65,000
		HSADULT	HS3M110HR	2743152	460160	M&S	Prescriptions and Medicines	-	104,500	104,500
		HSADULT	HS3M110HR	2743152	440430	M&S	Client Stabilization	-	30,000	30,000
		HSCOMMDIS	HS3M110HR	2743153	490422	M&S	Automobiles & SUVs	-	50,000	50,000
		HSADULT	HS3M110HR	2743152	490501	Overhead	Admin Allocation	-	13,450	13,450
		HSCOMMDIS	HS3M110HR	2743153	490501	Overhead	Admin Allocation	-	13,500	13,500
		HSALL	HS1OTHER	2743151	450094	M&S	Program Expense	-	26,950	26,950
		HSALL	HS1OTHER	2743151	490501	Overhead	Admin Allocation	-	(26,950)	(26,950)
TOTAL							-	296,450	296,450	

Deschutes County
Appropriation of New Grant

The Oregon Health Authority awarded Health Services \$296,475 through its Measure 110 Grants. They did so in two parts-- first in the amount of \$183,975 and then an additional \$112,475 through an amendment. The Board approved acceptance of the original grant funds on June 7th. This budget adjustment appropriates the full amount of Measure 110 grant funds to the Health Services Fund for Fiscal Year 2022. Funds will be used to: 1) Expand harm reduction services-syringe exchange, naloxone distribution and viral testing-to people who are fragiley housed or completely unhoused and cannot access regularly scheduled outreach events; 2) Pilot a Hepatitis C testing program specifically for this population and for others who access DCHS' harm reduction services; 3) Collect data to design a Hepatitis C outreach treatment program for people identified as Hepatitis C positive who cannot access traditional treatment facilities; and 4) Provide temporary housing, transportation and basic needs to increase engagement and connect with Naloxone training and treatment resources. No additional staff is requested.

Fund:
Dept:
Requested by:
Date:

274
Health Services
Cheryl Smallman
9/21/2021



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 10/06/2021

SUBJECT: Consideration of Resolution No. 2021-021 Increasing and Converting FTE within the Health Services Fund and 2021-2022 Deschutes County Budget.

RECOMMENDED MOTION:

Move Approval of Resolution No. 2021-021 Increasing and Converting FTE within the Health Services Fund and 2021-2022 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Health Department presented to the Board of County Commissioners on 9/27/2021, with regards to adding 0.4 Behavioral Health Specialist II FTE, and converting 1.0 Peer Support Specialist FTE to a 1.0 Behavioral Health Specialist I FTE in support of the Crisis and Access Programs within Health Services

BUDGET IMPACTS:

No fiscal impact projected for the 2021-2022 Deschutes County Budget.

ATTENDANCE:

Cheryl Smallman, Business Officer, Health Services, Greg Munn, Chief Financial Officer.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing and *
Converting FTE within the 2021-2022 * RESOLUTION NO. 2021-072
Deschutes County Budget *

WHEREAS, the Deschutes County Health Department presented to the Board of County Commissioners on 9/27/2021, with regards to adding 0.4 Behavioral Health Specialist II FTE, and converting 1.0 Peer Support Specialist FTE to a 1.0 Behavioral Health Specialist I FTE in support of the Crisis and Access Programs within Health Services, and

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

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

Section 1. That the following FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Behavioral Health Specialist II	Regular Duration		0.40
Convert 1.0 Peer Support Specialist to 1.0 Behavioral Health Specialist I	Regular Duration		
Total FTE			0.40

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

DATED this _____ day of October, 2021.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PHIL CHANG, Vice-Chair

Recording Secretary

PATTI ADAIR, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 6, 2021

SUBJECT: Consideration of Board Signature of Document No. 2021-600, Bend High School Based Health Center.

RECOMMENDED MOTION:

Move approval and signature of Bend High School Based Health Center, Doc No. 2021-600.

BACKGROUND AND POLICY IMPLICATIONS:

Mosaic Medical will act as Medical Sponsor for the Bend High School, School Based Health Center. The purpose of the School Based Health Center is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success.

The Deschutes County School Based Health Centers (SBHC) provide affordable, convenient health care and health education to children and their parents/guardians who live in the Bend/La Pine, Redmond, or Sisters school districts. The SBHCs seek to support and achieve improved health management for students and their families. Mosaic Medical will provide well child exams and sick child exams within the scope of practice of a pediatric nurse practitioner or family nurse practitioner and they will submit claims to the applicable health plans. Mosaic Medical will provide Behavioral Health Consultant Services to help support the needs of the SBHC.

BUDGET IMPACTS:

Maximum Compensation represents the amount County shall pay Medical Sponsor as applicable and the sum total shall not exceed **\$80,000** for Behavioral Health Services (FY 2022=\$40,000, FY 2023=\$40,000) and **\$82,000** for Base Grant Medical Services (FY 2022=\$40,000, FY 2023=\$40,000). Fiscal Year (FY) is July 1 to June 30.

ATTENDANCE:

Tom Kuhn, Program Manager



REVIEWED

LEGAL COUNSEL

School-Based Health Center

To date, seven (7) School Based Health Center (SBHC) service locations exist throughout Deschutes County area due to a collaborative partnership with three (3) Medical Sponsors and four (4) School Districts. These integrated clinics allow any child to receive medical and behavioral health screenings and referrals for appropriate levels of care. Other services include annual well child exams, sports physicals, vaccinations and other walk-in medical care, intensive out-patient family, individual and group therapy. Medical Sponsor/County shall not advertise the SBHC service locations as Covid19 testing areas. Covid19 testing may only be provided to current and future students as part of regular medical screenings. Parties to this Contract are outlined as follows:

Deschutes County, Oregon - hereinafter referred to as "COUNTY"

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division.

Bend-La Pine School District - hereinafter referred to as "DISTRICT"

District, a political subdivision of the State of Oregon

Mosaic Medical - hereinafter referred to as "MEDICAL SPONSOR"

Medical entity, domestic nonprofit corporation and Federally-Qualified Health Center

This Contract is made and entered into by and between the above mentioned agencies collectively referred to as "Party" or "Parties" and **applies to the following School Based Health Center service locations:**

SBHC Service Location:

Location Name: Bend High School
Address: 230 N. 6th Street, Bend, OR 97701
Phone Number: 541-383-3005
Fax Number:
On-site Point of Contact:
On-site Point of Contact Phone:
On-site Point of Contact Email:
Service Location Hours:

RECITALS

WHEREAS, COUNTY and DISTRICT are authorized pursuant to ORS 190.003 through 190.110 to enter into an agreement for the performance of any or all functions which either Party to the agreement has the authority to perform;

WHEREAS COUNTY and DISTRICT intend through this Contract to allow COUNTY, acting by and through its Health Services Department, Public Health Division, to operate a School-Based Health Center (SBHC) in District Name located on the school campus to provide limited health services to current and future students in DISTRICT; and

WHEREAS, in association with MEDICAL SPONSOR'S provision of health services at SBHC, MEDICAL SPONSOR requires services more specifically described herein, which COUNTY is capable of and willing to provide, under terms and conditions hereinafter described; and

WHEREAS, MEDICAL SPONSOR is able and prepared to provide such services, under terms and conditions hereinafter described; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereinafter, the Parties agree as follows:

1. **TERM**

The effective date of this Contract shall be **July 1, 2021**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **June 30, 2023**. This Contract may be renewed or extended only upon written agreement of all Parties.

2. **SERVICES**

Parties agree to provide services and facilities, as described in Exhibit 1 of this Contract to assist in the operation of the School Based Health Center(s) to which the address and location(s) is specifically outlined on page 1 of this Contract.

3. **DEFINITIONS**

- A. "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside the School Based Health Center 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. "*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 either Party from or on behalf of either Party, or is created by either Party, or is made accessible to either Party by either Party.
- D. "*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.
- E. "*Services*" means School Based Health Services provided by Deschutes County Health Services staff, and health care services provided by Medical Sponsor all as part of the SBHC Program identified in this Contract.
- F. "*Use*" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, retention, or analysis of such information to, from or within either Parties' organization.

4. PARTIES ARE INDEPENDENT

Parties shall provide the services described in the Exhibit specifically outlined to that Party ("Medical Sponsor Exhibit", "School District Exhibit", "County Exhibit") of this Contract. Each Party shall be deemed an independent contractor(s) for all purposes and shall be entitled to no compensation unless payment is provided under that Party's Exhibit of this Contract. Parties shall each be responsible for their own employees and agents, including without limitation supervision, pay, compensation, social security taxes and state and federal taxes.

5. INDEMNIFICATION AND INSURANCE

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, each Party shall defend, save, hold harmless and indemnify each other, their 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 each other's or their officers, employees, contractors, or agents under this Contract. No Party shall be liable to any other Party for any incidental or consequential damages arising out of or related to this Contract. Neither Party shall be liable for any damages of any sort arising solely from the rightful termination of this Contract or any part hereof in accordance with its terms.

A. Each Party subject to this Contract at that Parties' expense shall obtain and maintain insurance of the types and amounts described herein and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the Party performs under this Contract. Insurance shall be in full force throughout the duration of this Contract. 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 monitor continued compliance with the insurance requirements on an annual or more frequent basis. If a Party to this Contract is not in compliance with the insurance requirements, COUNTY may issue a stop work order (or the equivalent) until the insurance is in full force or COUNTY may, at COUNTY'S discretion, immediately terminate the Contract. **The Insurance and Indemnification requirements as outlined in this Paragraph 5 may be satisfied through the Party's program of self-insurance, as applicable.**

B. Types and Amounts: sk
sk

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

ii. PROFESSIONAL LIABILITY. Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Contract, with limits not less than the following, as determined by COUNTY:

\$1,000,000/\$3,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

iii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to COUNTY. This insurance shall include personal injury liability products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by COUNTY:

Bodily Injury, Death and Property Damage:

\$3,000,000/\$5,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

iv. AUTOMOBILE LIABILITY. Automobile Liability insurance covering 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). Automobile Liability Insurance must be in not less than the following amounts as determined by COUNTY:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

v. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include **Deschutes County, District, Medical Sponsor, the State of Oregon**, their officers, employees, agents and volunteers as Additional Insureds but only with respect to the Parties' activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

vi. "TAIL COVERAGE". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contract shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of: (1) the Parties' completion and COUNTY'S acceptance of all services required under this Contract or, (2) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the Party elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty (24) month period described above, then Party may request and COUNTY may grant approval of the maximum "tail" coverage period reasonable available in the marketplace. If COUNTY approval is granted, Party shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

vii. Certificates of Insurance. COUNTY shall obtain from applicable Parties as determined above, a certificate(s) of insurance for all required insurance before the Party performs under this Contract. The certificate(s) or an attached endorsement must specify: (1) all entities and individuals who are endorsed on the policy as Additional Insured and (2) for insurance on "claims made" basis, the extended reporting periods applicable to "tail" or continuous claims made coverage. Applicable Party shall immediately notify COUNTY of any change in insurance coverage.

viii. County shall not authorize any Party 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 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 a Party to work under this Contract when the County is aware that the Party is not in compliance with the insurance requirements.

6. PUBLICITY

All public statements, whether written or verbal, regarding any services rendered under this Contract shall be brought before each Party's Program Director, for review and approval prior to release to the public.

7. TERMINATION

This Contract may be terminated with or without cause by any Party upon thirty (30) days written notice, delivered by certified mail or in person to the other Parties. District may immediately suspend a SBHC service location if there is a Covid19 exposure that closes the school facility where the SBHC is located. District will subsequently notify the Medical Provider/County when the SBHC may re-open in compliance with State Covid19 guidelines. District may terminate this Agreement immediately and without notice if it is found that Medical Provider has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. District shall not be responsible for lost revenues or for costs incurred by Medical Provider/County due to a COVID19 related closure or suspension.

8. NON-ASSIGNABILITY

No Party may assign its rights or assign or subcontract its obligations hereunder without the express written consent of the other Parties.

9. ACCESS TO RECORDS

MEDICAL SPONSOR and COUNTY shall have access to such books, documents, papers and records of each other as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts. Release of patient protected health information shall be in accordance with HIPAA and any other applicable laws or regulations.

In accordance with ORS 179.505 and HIPAA, both MEDICAL SPONSOR and COUNTY agree to obtain an authorization for the release of information from the patient that is being considered for, or receiving services.

10. FEDERAL REQUIREMENTS

Each Party agrees to abide by all applicable laws, regulations and policies relating to equal employment opportunity, non-discrimination in services and affirmative action. Without limiting the generality of the foregoing, the Parties agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996 and HIPAA Omnibus Rule of 2013; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659A, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

11. COMMUNICATION

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 Parties at the address or number set forth below. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

<u>To School District:</u>	<u>To County:</u>
Steve Cook, Superintendent	Nahad Sadr-Azodi, Deputy Director
Bend-La Pine School District	Deschutes County Health Services
520 NW Wall Street	2577 NE Courtney Dr.
Bend, Oregon 97703	Bend, Oregon 97701
Phone No. 541-355-1001	Phone No. 541-317-3178
Fax No. 541-355-1009	Fax No. 541-322-7565
steve.cook@bend.k12.or.us	Nahad.Sadr-Azodi@deschutes.org

<u>To Medical Sponsor:</u>	<u>To County – for Notices & Terminations:</u>
Megan Haase	Grace Justice Evans, Contract Specialist
Mosaic Medical	Deschutes County Health Services
600 SW Columbia, Suite 6000	2577 NE Courtney Dr.
Bend, OR 97702	Bend, Oregon 97701
Phone No. 541-383-3005	Phone No. 541-322-7516
Fax No.	Fax No. 541-322-7565
megan.haase@mosaicmedical.org	grace.evans@deschutes.org

	<u>To County – Accounts Payable:</u>
	Accounts Payable
	Deschutes County Health Services
	2577 NE Courtney Dr.
	Bend, Oregon 97701
	Phone No. 541-322-7510
	Fax No. 541-322-7565
	_HSAccountsPayable@deschutes.org

12. CONFIDENTIALITY

In connection with the performance of the Services, the Parties may receive from each other or otherwise have access to certain information that is required to be kept confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"); Each Party shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the SBHC for any purpose not directly connected with the administration of each Parties' responsibilities under this Contract except upon written consent of each Party, and if applicable, the employee, client, applicant or person.
- B. Not disclose PHI to any third party without the other Party's prior written consent, except as required by law. Each Party 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.
- C. Not use or disclose PHI except as permitted by law.
- D. Implement appropriate safeguards to prevent unauthorized use or disclosure of PHI. Each Party shall ensure that its agents, employees, officers and subcontractors with access to records understand and comply with this confidentiality provision. Each Party shall cooperate with each other in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- E. Comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. Mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- G. Promptly report to the other Party any use or disclosure of PHI not permitted by this Agreement of which it 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 Party's compliance with HIPAA.
- I. Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Party with respect to security and privacy of such information.
- J. Make PHI available to the other Party as necessary to satisfy the other Party's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- K. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party's obligations under 45 CFR 164.526.
- L. To the extent the a Party is to carry out one or more obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Party in the performance of such obligation(s).
- M. If a Party (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect a Party's books and records relating to the use and disclosure of PHI, the Party, to the extent it is not legally prohibited from so doing, shall promptly notify the other Party and cooperate with the other Party in connection with any reasonable and appropriate action the Parties deem necessary with respect to such PHI.
- N. If any part of a Party's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:

- i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of either Party, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to the other Party any security incident relating to the EPHI that either Party maintains.
- O. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- P. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

13. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Parties agree 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. Parties will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven (7) business days after Party discovers such HIPAA Breach, unless the Party is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to the other Party, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to a Party or, by exercising reasonable diligence, would have been known to the Party. Parties will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Party. No later than seven (7) business days following a HIPAA Breach, Party shall provide the other Party with sufficient information to permit the other Party to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) a Party, the Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Parties agree 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, a Party believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the Party’s the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party’s breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

14. ATTORNEYS FEES

In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this Contract, each Party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal. Each Party shall give the other immediate notice in writing of any action or suit filed or any claim made against that Party which may result in litigation in any way related to this Contract.

15. NO WAIVER OF CLAIMS

The failure by either Party to enforce any provision of this Contract shall not constitute a waiver by that Party of that provision or of any other provision or provisions of this Contract.

16. MODIFICATION

Any modification of the provisions of this Contract shall not be effective unless and until the modifications are reduced to writing and signed by each Party.

17. INTEGRATION

This Contract contains the entire Contract between the Parties and supersedes all prior and contemporaneous written or oral discussions or contracts and all prior written discussions or contracts.

18. SB 675 (2015) REPRESENTATION AND COVENANT.

- A. Each Party represents and warrants that the Party 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. Each Party 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. Each Party acknowledges that failure by the applicable Party to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before the Party 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.

19. REGULATIONS AND DUTIES. County and Medical Sponsor shall comply, as applicable to services provided, with all applicable provisions pertaining to School Based Health Center Services (SBHC), of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective July 1, 2021, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #169509. County and Medical Sponsor agree to comply with the rules and regulations of County, applicable provisions SBHC in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to performance of SBHC services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract and is to be performed by the Medical Sponsor, the Medical Sponsor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 USC 14402.

20. REQUIRED FEDERAL TERMS AND CONDITIONS

COUNTY, DISTRICT and MEDICAL SPONSOR 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 the Parties. 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.

A. Miscellaneous Federal Provisions

All federal laws, regulations, and executive orders applicable to the Contract or the delivery of Work. Without limiting the generality of the foregoing, MEDICAL SPONSOR and DISTRICT 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, (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 and HIPAA Omnibus Rule of 2013, (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 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 Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

B. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then all Parties 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).

C. Clean Air, Clean Water, EPA Regulations

If this Contract, including amendments, exceeds \$100,000 then all Parties shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contract, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, HHS and the appropriate Regional Office of the Environmental Protection Agency. All Parties shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

D. Energy Efficiency

All Parties shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

E. Truth in Lobbying

By signing this Contract, the Parties certify under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of applicable Party, 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 the United States Congress, or any 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.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was place when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT or Deschutes County under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature or legislative body, except in presentation to the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government.
- v. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT or Deschutes County under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- vi. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- vii. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT, or Deschutes County under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

F. Resource and Conservation and Recovery.

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

- G. Audits. Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to contractors, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

H. Debarment and Suspension.

COUNTY shall not permit any person or entity to be a party to this Contract if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and county's declared ineligible under statutory authority other than Executive Order No. 12549. MEDICAL SPONSOR and COUNTY 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.

I. Drug-Free Workplace

Each Party shall comply with the following provisions to maintain a drug-free workplace: (i) Each Party certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in the Party's workplace or while providing services to OHA clients. Each Party's notice shall specify the actions that will be taken by the Party against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, each Party's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through the implementation of subparagraphs (i) through (vi) above; (viii) Each Party shall comply with subparagraphs (i) through (vii) above; (ix) No Party, nor any employee, officer, or agent of the Party may provide any service required under this Contract while under the influence of drugs. For purposes

of this provision, “under the influence” means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable controlled substance, prescription or non-prescription medication that impairs the employee, officer, or agent in the performance of an essential job function or creates a direct threat to clients or to others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the Contract.

J. Pro-Children Act

Each Party shall comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

K. Medicaid Services

Each Party shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et.seq., including without limitation:

- i. 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 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- ii. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- iii. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- iv. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Each Party shall acknowledge the Party’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.
- v. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid contract) 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 USC § 1396a(a)(68).

L. ADA

Parties shall comply with Title II of the Americans with Disabilities Act (ADA) 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.

M. Agency-Based Voter Registration

If applicable, Parties shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities to be offered where an individual may apply for or receive an application for public assistance.

N. Disclosure

- i. Parties shall comply with the provisions of 42 CFR 455.104 which 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 PO 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.

- ii. Parties shall comply with the provisions of 42 CFR 455.434 which 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 ten (10) years.
- iii. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
 Office of the Inspector General
 Attn: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Ave, SW
 Cohen Building, Room 5527
 Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the Provider, fiscal agent or managed care entity.

O. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- i. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- ii. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- iii. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

21. Covid19 Provisions

- A. Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. District cannot completely mitigate the transfer of communicable diseases like COVID-19. Medical Provider/County understand there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. Medical Provider/County understand the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. Medical Provider/County acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.
- B. Indemnification: In consideration for use of the District property, Medical Provider/County agree to waive and discharge any and all claims against the District and release it from liability for any claim, demand, loss of any

nature arising out of Medical Provider/County's alleged failure to follow the CDC, federal, state, or local orders regarding COVID-19. Medical Provider/County also agree to release, exonerate, discharge and Hold Harmless the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, but not including attorney fees, arising out of injuries of any kind to Medical Provider/County, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, unless caused by the negligent actions of the District or its employees or agents, or in the case of COVID-19, if caused by the District's failure to follow the CDC, federal, state, or local orders regarding COVID-19. Medical Provider/County certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.

- C. Insurance: Medical Provider/County understands that the District does not carry insurance for communicable diseases including Covid-19 and Medical Provider/County is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from Medical Provider/County's activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19.

22. ENTIRE CONTRACT AND COUNTERPARTS.

This Contract including any Exhibits and Attachments hereto, sets forth the entire understanding of the Parties, and, unless otherwise provided for herein, may not be modified except in writing signed by all Parties. This Contract shall be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly appointed officers the first date written below.

DATED this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PHIL CHANG, Vice Chair

PATTI ADAIR, Commissioner

ATTEST:

Recording Secretary

Signature: *Sarah Key*
Email: sarah.key@deschutes.org
Title: Loss Prevention Coordinator
Company: Deschutes County Risk Management

Signature: *Steve Cook*
Steve Cook (Aug 24, 2021 20:09 PDT)
Email: steve.cook@bend.k12.or.us
Title: Superintendent
Company: Bend / LaPine School District

Signature: *Megan Haase*
Megan Haase (Aug 25, 2021 15:55 PDT)
Email: megan.haase@mosaicmedical.org
Title: CEO
Company: Mosaic Medical

Exhibit 1 (COUNTY)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. Services shall be provided 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.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities and Custodial. . Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. District will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.).District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

2. Services:

- A. Designate staff members to serve as points of contact (POC) and to act as liaison between Parties. In addition, points of contact two (s) staff members will assist with identification and submission of SBHC grants. POC identified for all Mental Health Expansion Grant behavioral health specialty services is Jennifer Stephenson. POC identified for Base Grant funded medical sponsor and YAC services is Tom Kuhn (Base Grant) and Jessica McDonald (YAC).
- B. Provide grant writing and management services (on an in-kind basis) to develop funding for the SBHC program.
- C. Provide marketing and public relations support specific to SBHC program needs (on an in-kind basis).
- D. County's Points of Contact will provide support, supervision and leadership to the County respective SBHC program elements for which they are responsible (located in Sisters, La Pine, Redmond and Bend)
- E. County will provide staff supervision for County staff, and assign designated staff to attend clinic meetings and site team meetings. County shall be responsible for compensating County staff and liabilities arising from acts and omissions of County staff.
- F. County will ensure that assigned staff has the required credentials. County shall employ and supervise all County SBHC staff, and, in County's sole discretion, shall provide adequate staffing to ensure County's responsibilities under this Contract are fulfilled.
- G. Youth Engagement Coordinator services shall include and are limited to:
 - i. Education and outreach to schools and/or within the local community as requested by District and/or Medical Sponsor;
 - ii. Coordinate and facilitate Youth Advisory Council (YAC) according to the manner agreed upon between County and District at sites funded for YACs. The YAC is developed and managed by County;
 - iii. Assist and/or teach in District health classes or District career classes.
- H. County will provide, at County's expense, a behavioral health therapist for the SBHC location. The behavioral health therapist will provide services for a minimum of twenty (20) hours per week (excluding vacation and sick time) during the SBHC regular hours of operation, (defined as "Service Location Hours", Page 1 of this Contract). Services will include screening, assessment and treatment for behavioral health disorders, crisis intervention and prevention, education and outreach to schools for youth and families eligible for SBHC services.
- I. County retains full ownership of County owned durable equipment at the SBHC location.
- J. Coordinate and facilitate School Based Health Center Partnership Meetings.

3. Data Collection/Reporting:

- A. Medical Sponsor and County, in partnership, will meet the data collection requirements outlined in the current Oregon School-Based Health Centers Standards for Certification.
- B. County will keep the operational profile updated with County staffing.
- C. County shall be responsible for primary accounting, budgetary oversight, and fiscal report management for SBHC data, including reporting to the Oregon State SBHC program.
- D. County shall submit, in partnership with Medical Sponsor, Mental Health Expansion Grant related progress reports quarterly, as applicable to required reporting periods.

4. Consideration: Maximum Compensation represents the amount County shall pay Medical Sponsor, as applicable and the sum total shall not exceed **\$80,000** for Behavioral Health Services (FY 2022=\$40,000, FY 2023=\$40,000) and **\$82,000** for Base Grant Medical Services (FY 2022=\$41,000, FY 2023=\$41,000). Fiscal Year (FY) is July 1 to June 30.

- A. County will pay: Mosaic Medical for Behavioral Health Consultant Services, a not to exceed consideration under this Contract, which includes allowable expenses, up to **\$80,000**. Medical Sponsor may invoice County on a monthly or quarterly basis, as agreed upon between the Parties. It is understood and agreed that in the event funds are not awarded to County from the Oregon Health Authority (OHA), or if funds County actually receives from OHA is less

than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder.

- i. If OHA disallows or requests repayment for any funds paid under this Contract due to Mosaic Medical's acts or omissions, Mosaic Medical shall make payment to County of the amount OHA disallows or requests repayment.
- ii. In the event that OHA determines that County or Mosaic Medical is responsible for the repayment of any funds owed to OHA by Mosaic Medical, Mosaic Medical agrees to make such payment within ten (10) days of notification by County or OHA of said determination by OHA.

B. County will invoice:

C. County shall NOT be entitled to reimbursement for travel related expenses.

D. If this maximum compensation amount is increased by amendment to this Exhibit 1 (County) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 1 (SCHOOL DISTRICT)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. Services shall be provided 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.

School District shall: regularly attend site team meetings, refer students to SBHC; include SBHC information releases in school newsletters; assist in distributing registration packets; set up and maintain a system to keep track of students who are registered and communicate with their parents and obtain permission for students to utilize the SBHC.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities and Custodial. Provide In-kind donation of custodial services and janitorial supplies. Custodians will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.). Pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

2. Services:

- A. Provide support/referral. Staff support and referral of students as per policy and procedure outlined in the "student eligibility guidelines" per Oregon School-Based Health Centers Standards for Certification. A designated District staff person shall be named as the primary contact for administrative requests for the SBHC. District school offices will refer students to any available SBHC from all District schools, include SBHC information releases in school newsletters, and assist in distributing registration packets to students.
- B. Designate Point of Contact who will regularly attend regularly scheduled SBHC site team meetings, annual partnership meeting and support Youth Engagement Coordinator with the Youth Action Council. In event that point of contact cannot attend an SBHC meeting, a proxy will be sent in their place.
- C. Provide space and support for Youth Action Council programming and projects. The Youth Action Council may be offered in a variety of different formats (e.g. class, club, after school activity) as deemed appropriate through mutual agreement by District and County.

3. Consideration: Maximum Compensation represents the amount County shall pay District and shall not exceed \$0.

- A. District will pay: \$0
- B. District will invoice:
- C. District shall NOT be entitled to reimbursement for travel related expenses.
- D. If this maximum compensation amount is increased by amendment to this Exhibit 1 (School District) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 1 (MEDICAL SPONSOR)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. Services shall be provided 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.

Medical Sponsor shall: Provide primary medical and behavioral health services to the children within School District through designated Medical Sponsor staff.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

[]MEDICAL SPONSOR [x]DISTRICT []COUNTY

- B. Utilities and Custodial. Provide In-kind donation of custodial services and janitorial supplies. Custodians will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.). Pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

[]MEDICAL SPONSOR [x]DISTRICT []COUNTY

- C. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

[x]MEDICAL SPONSOR []DISTRICT []COUNTY

- D. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

[x]MEDICAL SPONSOR []DISTRICT []COUNTY

- E. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

[x]MEDICAL SPONSOR [x]DISTRICT [x]COUNTY

- F. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

[]MEDICAL SPONSOR [x]DISTRICT []COUNTY

2. Services:

- A. Designate a Point of Contact for SBHC location(s).
- B. Designate a staff person (Manager) as primary point of contact to act as liaison between Parties. Provide SBHC staff administration, supervision for Medical Sponsor staff and designate staff to act as Clinic Coordinator, Immunization Coordinator, Privacy Official, Quality Assurance Coordinator, Laboratory Coordinator and Medical Director for the SBHC location(s).
- C. Medical Sponsor agrees to provide sick child exams and well child exams and associated treatment within the scope of practice of a primary care licensed medical provider through weekly clinics based upon the need within the SBHC as determined by Medical Sponsor's Manager in collaboration with County and District.
- D. Operate the SBHC in accordance with the current Oregon School-Based Health Centers Standards for Certification. The SBHC certification standards may be found on-line at the following link:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>.
- E. Medical Sponsor staff will fully disclose to patients of SBHC location Medical Sponsor's billing practices and the partnership with County and District.
- F. Medical records will be the property of Medical Sponsor and are subject to Medical Sponsor and County's policies of confidentiality regarding medical records and health information. Medical Sponsor and County agree to share client charts for the purposes of continuity of care and compliance with SPO required data reporting.
- G. Medical Sponsor, at County's and Medical Sponsor's expense, will provide a .50 FTE behavioral health consultant to help support the behavioral health needs of the SBHC. Medical Sponsor's behavioral health consultant will provide services for a minimum of twenty (20) hours per week (excluding vacation and sick time) during SBHC regular hours of operation.
- H. Medical Sponsor shall provide behavioral health services with the ability to collect and report on mental/behavioral health encounter visits as required by the SPO.
- I. Medical Sponsor shall provide services that are culturally and linguistically appropriate to the SBHC population.
- J. Medical Sponsor will credential all licensed providers as required by the applicable Oregon State licensing boards and meet Oregon School-Based Health Centers Standards for Certification, Version 4, found at:
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>.
- K. Medical Sponsor will submit claims to the applicable health plans for services provided to SBHC clients. Income from the claims submitted by Medical Sponsor will accrue to Medical Sponsor. Medical Sponsor will submit claims per Medical Sponsor's billing requirements. Medical Sponsor will provide SBHC services to clients up through age of twenty (20) regardless of ability to pay for services. Exceptions may be allowed for clients who have established care prior to the age of twenty-one (21). Medical Sponsor may attempt to collect payment on an unpaid patient account.
- L. Collaborate with County Youth Engagement Coordinator in Youth Action Council Projects.
- M. Attend SBHC Partnership Meetings.
- N. Medical Sponsor will purchase a single Oregon School Based Health Center Association for 2021-2022 and 2022-2023 membership using additional funding provided by the county (\$1,000 annually).

3. Data Collection/Reporting:

- A. Medical Sponsor and County, in partnership, will meet the data collection requirements outlined in the current Oregon School-Based Health Centers Standards for Certification.
- B. Medical Sponsor will keep the operational profile updated with Medical Sponsor clinic staffing and operational information.

- C. Medical Sponsor will participate in the monthly State Program Office Mental Health Expansion Grant check-in meetings, or upon request.
 - D. Medical Sponsor shall submit, in partnership with County, Mental Health Expansion Grant related progress reports (as specified by Oregon Health Authority) quarterly along with the quarterly invoice in accordance with the schedule outlined below, paragraph 4, B.
4. Consideration: Maximum Compensation represents the amount County shall pay Medical Sponsor and shall not exceed **\$80,000** for Behavioral Health Services and **\$82,000** for Base Grant Medical Services.
- A. Medical Sponsor will pay:
 - B. Medical Sponsor will invoice: Quarterly, based on the following schedule:
 - 1st Quarter - July 1 through September 30, due by October 15
 - 2nd Quarter – October 1 through December 31, due by January 15
 - 3rd Quarter – January 1 through March 31, due by April 15
 - 4th Quarter – April 1 through June 30, due by July 31
 - C. County Point of Contact will notify Medical Sponsor in advance of invoice due dates, as well as when invoices are late.
 - D. Medical Sponsor shall NOT be entitled to reimbursement for travel related expenses.
 - E. If this maximum compensation amount is increased by amendment to this Exhibit 1 (Medical Sponsor) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 2

REQUIRED PROVIDER CONTRACT PROVISIONS

Oregon Health Authority Exhibit H of 2021-2023 Intergovernmental Agreement

General Applicability and Compliance. Bend-La Pine School District and Mosaic Medical referenced herein as “Contractors”) shall comply with the following requirements herein to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractors and County.

1. **Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in this Contract (“Services”), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - A. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
 - B. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
 - C. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
2. **Records Maintenance, Access and Confidentiality.**
 - A. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
 - B. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
 - C. **Expenditure Records.** Contractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Contractor under this Contract. In particular, but without limiting the generality of the foregoing, Contractor shall (i) establish separate accounts for each type of service for which Contractor is paid under this Contract and (ii) document expenditures of funds paid to Contractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Contractor under this Contract for employee compensation. Contractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
 - D. **Safeguarding of Individual’s Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Contractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.093, 433.098 and 42 CFR Part 2. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested.
 - E. **Information Privacy/Security/Access.** If the services performed under this Contract requires Contractor to have access to or use of any Oregon Health Authority computer system or other Oregon Healthy Authority Information Assets or Network and Information Systems, Contractor shall comply and require its staff to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

3. **Alternative Formats of Written Materials.** In connection with the delivery of services, Contractor shall make available to client, without charge, upon the client's reasonable request:
- A. All written materials related to the services provided to the client in alternate formats.
 - B. All written materials related to the services provided to the client in the client's language.
 - C. Oral interpretation services related to the services provided to the client in the client's language.
 - D. Sign language interpretation services and telephone communications access services related to the services provided to the client.

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

4. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
- A. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - B. all state laws governing operation of community public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community public health programs;
 - C. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G to the certain 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services between County and the Oregon Health Authority dated as of July 1, 2021, is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
5. **Grievance Procedures.** If Contractor employees fifteen (15) or more employees to deliver the services under this Contract, Contractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum shall include:
- A. An established process and time frame for filing an employee grievance.
 - B. An established hearing and appeal process.
 - C. A requirement for maintaining adequate records and employee confidentiality.
 - D. A description of the options available to employees for resolving disputes.

Contractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Contractor and are aware of the means by which employees may make use of the employee grievance procedures. Contractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Contractor employee manual that describes the Contractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at

periodic intervals in staff and board meetings.

- 6. Independent Contractor.** Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
- 7. Indemnification.** To the extent permitted by applicable law, Contractor shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, Providers or agents under this Contract.
- 8. Required Contractor Insurance Language.**
 - A. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Paragraph 5 of the Contract to which this Exhibit 2 is attached.
 - B. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.
- 9. Subcontracts.** Contractor shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Contract.

CERTIFICATE OF COVERAGE

10/06/2021 Item #5.

AGENT Brown & Brown Northwest 601 SW 2nd Avenue, Suite 1200 Portland, OR 97204 www.bbnw.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.
NAMED PARTICIPANT Bend La Pine School District #1 520 NW Wall Street Bend OR 97701	COMPANIES AFFORDING COVERAGE COMPANY A: Property Casualty Coverage for Education COMPANY B: Genesis Insurance Company COMPANY C: Lexington Insurance Company COMPANY D: COMPANY E:

COVERAGES


THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED PARTICIPANT HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS WHICH ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, SUITS OR ACTIONS. THE TITLES REFERENCED UNDER TYPE OF COVERAGE ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT BE DEEMED IN ANY WAY TO LIMIT OR EFFECT THE PROVISIONS TO WHICH THEY RELATE.

CO LTR	TYPE OF INSURANCE	COVERAGE DOCUMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A B	GENERAL LIABILITY	36P60003-13	7/1/2021	7/1/2022	GENERAL AGGREGATE \$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 20,000,000
	✓ PUBLIC OFFICIALS LIABILITY				
	✓ EMPLOYMENT PRACTICES				
	✓ OCCURRENCE				
A B	AUTOMOBILE LIABILITY	36P60003-13	7/1/2021	7/1/2022	GENERAL AGGREGATE \$ 20,000,000
	✓ SCHEDULED AUTOS				EACH OCCURRENCE \$ 20,000,000
	✓ HIRED AUTOS				
	✓ NON-OWNED AUTOS				
A C	AUTO PHYSICAL DAMAGE	36P60003-13	7/1/2021	7/1/2022	SCHEDULED AUTOS PER SCHEDULE
	✓ SCHEDULED AUTOS				
	✓ HIRED AUTOS				\$ 50,000
	✓ NON-OWNED AUTOS				
	EXCESS LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	PUBLIC OFFICIALS LIABILITY				
	EMPLOYMENT PRACTICES				
	AUTO LIABILITY				
A C	PROPERTY	36P60003-13	7/1/2021	7/1/2022	Per Scheduled Property
	Business Personal Property				

DESCRIPTION
 Operations of the Named Participant throughout policy term.

 PACE Educators Liability Coverage Document applies. Refer to attached.
 Subject to policy terms, conditions and exclusions.

CERTIFICATE TYPE EVIDENCE OF INSURANCE CERTIFICATE ADDITIONAL PARTICIPANT CERTIFICATE

CERTIFICATE HOLDER Deschutes County, its officers, agents, employees, volunteers 1340 NW Wall Street Bend OR 97701	CANCELLATION SHOULD ANY OF THE COVERAGE DOCUMENTS HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE CARRIER WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF OF KIND UPON REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">  Ron Cutter </div>
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CERTIFICATE OF LIABILITY INSURANCE

10/06/2021 Item #5.

06/17/2021

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

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

PRODUCER Brown & Brown Northwest 1160 SW Simpson Ave Ste 100 Bend OR 97702		CONTACT NAME: Rickie Mickle PHONE (A/C, No, Ext): (541) 382-1611 E-MAIL ADDRESS: rmickle@bbnw.com FAX (A/C, No):																					
INSURED Mosaic Medical 600 SW Columbia Street Suite 6150 Bend OR 97702		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Physicians Mutual Insurance Company</td> <td></td> <td>80578</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Insurance Company</td> <td></td> <td>41840</td> </tr> <tr> <td>INSURER C: SAIF Corporation</td> <td></td> <td></td> </tr> <tr> <td>INSURER D: Philadelphia Indemnity Insurance Company</td> <td></td> <td>18058</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Physicians Mutual Insurance Company		80578	INSURER B: Allmerica Financial Benefit Insurance Company		41840	INSURER C: SAIF Corporation			INSURER D: Philadelphia Indemnity Insurance Company		18058	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
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INSURER C: SAIF Corporation																							
INSURER D: Philadelphia Indemnity Insurance Company		18058																					
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: CL2161790457

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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		300003553	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AW2D271585	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			300003553	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000	
	AGGREGATE \$ 4,000,000							
	\$							
C	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 <input type="checkbox"/> N/A	N/A	Y	998402	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER EXCEEDS STATUT
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
D	Management Liability (Aggregate \$4,000,000)	Y		PHSD1642899	07/01/2021	07/01/2022	D&O Liability 2,000,000	
	Employment Practices 2,000,000							
	Fiduciary Liability 1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Management Liability Policy NO. PHSD1642899 Aggregate, All Parts: \$4,000,000 each Policy Period.
Retention:
(A) Part 1, D&O Liability: \$25,000 for each Claim under Insuring Agreement B & C.
(B) Part 2, Employment Practices: \$50,000 for each Claim.
(C) Part 3, Fiduciary Liability: \$1,000 for each Claim.

CERTIFICATE HOLDER**CANCELLATION**

Deschutes County, its officers, agents, employees and volunteers 1300 NW Wall St Bend OR 97701	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 <i>Rickie J. Mickle</i>

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AGENCY CUSTOMER ID: 00338203

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Northwest		NAMED INSURED Mosaic Medical	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate holder is an additional insured when required by written contract.

ADDITIONAL COVERAGES

Ref #	Description				Coverage Code	Form No.	Edition Date
	Sexual Misconduct/Sexual Activity Aggregate						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Peer Review Liability Each CLaim						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Medical Expense Each Injured Person						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
25,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Pollution and Mold Liability Aggregate						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
500,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Damage to Premises Rented						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Disciplinary Proceeding Defense Reim. Agg.						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
100,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Professional Liability Per Claim						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Pollution & Mold Liability Each Claim						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
500,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Peer Review Aggregate						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
5,000,000							
Ref #	Description				Coverage Code	Form No.	Edition Date
	Damage to Patient Property						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
25,000				Dollars			
Ref #	Description				Coverage Code	Form No.	Edition Date
	General Liability - Each Incident						
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
1,000,000							

ADDITIONAL COVERAGES

10/06/2021 Item #5.

Ref #	Description General Liability Aggregate	Coverage Code	Form No.	Edition Date
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Employee Benefit Liability Each Incident	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Employee Benefits Aggregate	Coverage Code EBAGG	Form No.	Edition Date
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Disciplinary Proceeding Each Investigation	Coverage Code	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Limited Coverage For Sexual Misconduct	Coverage Code	Form No.	Edition Date
Limit 1 500,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Excess Medical Professional	Coverage Code	Form No.	Edition Date
Limit 1 4,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Excess GL & EBL	Coverage Code	Form No.	Edition Date
Limit 1 4,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Waiver of Subrogation	Coverage Code WVSUB	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$660.09				
Ref #	Description TERRIOSM COV	Coverage Code TEROR	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$1,138.08				
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$18,741.94				



1301 Second Avenue, Suite 2700
PO Box 91220
Seattle, WA 98111
T: (800) 962-1399
F: (206-373-7100

Healthcare Facility Professional And General Liability Insurance Policy
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT

As of the endorsement effective date until the endorsement expiration date, the designated organization shown below is an **additional insured** under this policy on a shared limits basis under the coverage part(s) designated below.

<u>ORGANIZATION NAME:</u>	<u>ENDORSEMENT EFFECTIVE DATE</u>	<u>ENDORSEMENT EXPIRATION DATE</u>	<u>PREMIUM</u>	<u>COVERAGE PART(S)</u>
Deschutes County, its officers, agents, employees and volunteers	7/1/2021	7/1/2022	N/A	D


With respect to the insurance afforded to the **additional insured**, this Policy is amended as follows:

Section V. EXCLUSIONS, subparagraphs E.13.a., E.13.b. and E.13.f. are deleted and replaced as follows:

E. Exclusions Applicable to Coverage D

- 13. liability for **property damage** to:
 - a. property owned or occupied by or rented or loaned to the **named insured**. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**;

Page 1 of 3

Named Insured's Name & Address: Mosaic Medical 600 SW Columbia Ste 6150 Bend, OR 97702	Policy Number 300003553
	Effective Date & Expiration Date 07/01/21 - 07/01/22
	Endorsement Effective Date July 1, 2021
Authorized Signature: 	

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.



1301 Second Avenue, Suite 2700
 PO Box 91220
 Seattle, WA 98111
 T: (800) 962-1399
 F: (206-373-7100)

Healthcare Facility Professional And General Liability Insurance Policy
 ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT

- b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

- f. Exclusion V.E.13. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:
- (1) fire or explosion;
 - (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
 - (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph E.13.f. shall not exceed \$1,000,000 in the aggregate for all **claims** reported within the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

With respect to the insurance afforded to this **additional insured**, the following is added to Section VIII.
 LIMITS OF INSURANCE:

The most the Company will pay on behalf of the **additional insured** is the amount of insurance:

1. required by the contract or agreement with the **insured**; or
 2. available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase or decrease the applicable Limits of Insurance shown in the Declarations.



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Healthcare Facility Professional And General Liability Insurance Policy
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT

In addition, and only where designated as such above, the following **SPECIAL CONDITIONS** apply:

Waiver of Subrogation: If the **additional insured(s)** designated in the Schedule above includes a waiver of subrogation, the following is added to Section IX.D:

We waive any right of recovery we may have against the **additional insured** described above because of payments we make under this Policy under Coverages A, D, and/or G as described above, to the extent required under a written contract with that person or organization. The waiver applies only to the **additional insured** described above.

Primary Non-Contributory: If the **additional insured(s)** designated in the Schedule above includes primary non-contributory coverage, the following is added to Section IX.E.1:

If other insurance is available to the **additional insured** described above for a loss we cover under this Policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the **additional insured**.

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: August 18, 2021

Department: Health Services, Behavioral Health

Contractor/Supplier/Consultant Name: Mosaic Medical, Bend-La Pine School District

Public Health Contact: Tom Kuhn **Behavioral Health Contact:** Shannon Brister-Raugust

Type of Document: Bend High School Based Health Center Agreement

Goods and/or Services: Mosaic Medical will act as Medical Sponsor for the Bend High School, School Based Health Center. The purpose of the School Based Health Center is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success.

Background & History: Mosaic Medical is an Oregon nonprofit organization that operates a Federally Qualified Health Center, which provides physical health services to predominantly uninsured or medically underserved populations in Deschutes County.

Bend-La Pine School District ensures a rigorous and relevant education that develops productive citizens for a local and global community.

The Deschutes County School Based Health Centers (SBHC) provide affordable, convenient health care and health education to children and their parents/guardians who live in the Bend/La Pine, Redmond, or Sisters school districts. The SBHCs seek to support and achieve improved health management for students and their families. Mosaic Medical will provide well child exams and sick child exams within the scope of practice of a pediatric nurse practitioner or family nurse practitioner and they will submit claims to the applicable health plans. Mosaic Medical will provide Behavioral Health Consultant Services to help support the needs of the SBHC.

Maximum Compensation represents the amount County shall pay Medical Sponsor as applicable and the sum total shall not exceed **\$80,000** for Behavioral Health Services (FY 2022=\$40,000, FY 2023=\$40,000) and **\$82,000** for Base Grant Medical Services (FY 2022=\$40,000, FY 2023=\$40,000). Fiscal Year (FY) is July 1 to June 30.

Agreement Start Date: July 1, 2021

Agreement End Date: June 30, 2023

Annual Value or Total Payment: The maximum compensation to Mosaic Medical shall not exceed \$162,000.

Insurance Certificate Received (check box)
Insurance Expiration Date: Provided by each entity as outlined in the agreement.

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37) 2.37.050, Paragraph M

Funding Source: Oregon Health Authority

Pass Through Other: _____ Project Code HSPREVENT – HS34401G; HSINTYOUTH –HS34402G

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

Departmental Contact and Title: Tom Kuhn, Public Health Program Manager
Shannon Brister-Raugust, Behavioral Health Program Manager

Deputy Director:

Signature: Holly Harris
Holly Harris (Aug 20, 2021 08:23 PDT)
Email: holly.harris@deschutes.org
Title: Acting Deputy Director
Company: Deschutes County

Deputy Director:

Signature: nahad sadr-azodi
nahad sadr-azodi (Aug 21, 2021 16:51 PDT)
Email: nahad.sadr-azodi@deschutes.org
Title: Director of PH
Company: DCHS

Department Director Approval:

Signature: George A Conway
George A Conway (Aug 23, 2021 12:14 PDT)
Email: george.conway@deschutes.org
Title: Director
Company: DCHS

Distribution of Document: Grace Justice Evans, Deschutes County Health Services.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$50K)
 Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No.)

Legal Review _____ Date _____

Document Number 2021-600

Grace Evans

From: Amy Heverly
Sent: Monday, August 16, 2021 11:11 AM
To: Grace Evans
Subject: Re: Bend-La Pine School District - Bend High SBHC Renewal

Approved for legal sufficiency.

Thanks,

Amy

Amy Heverly
Assistant Legal Counsel
Deschutes County

On Aug 13, 2021, at 3:51 PM, Grace Evans <Grace.Evans@deschutes.org> wrote:

<image003.gif>
Hi Amy,

The attached draft is for Bend High SBHC. This is a renewal. The main change is we've decided to write a two-year contract instead of a one-year to align with OHA agreement.

Do you approve this contract for legal sufficiency?

<image004.png>

<TEMPLATE SBHC - 2021 - (Bend High) - DRAFT 1.docx>



APPROVAL MEMO

REFERENCE: Contract No. 2021-600

Director/Deputy Director:

I confirm that I've read this document in its entirety, that we can accept/accomplish the Statement of Work and that signing this document is recommended. The Document Summary has been reviewed and approved. This is my consent for document signature.

Sincerely,

Signature: Tom Kuhn
TOm Kuhn (Aug 18, 2021 21:39 PDT)
Email: thomas.kuhn@deschutes.org
Title: Manager
Company: Deschutes County

Administrative Notice of Execution:

Signature:
Email: grace.evans@deschutes.org
Title:
Company:



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 6, 2021

SUBJECT: Consideration of Board Signature of Document No. 2021-602,
Ensworth Elementary School Based Health Center.

RECOMMENDED MOTION:

Move approval and signature of Ensworth Elementary School Based Health Center, Doc No. 2021-602.

BACKGROUND AND POLICY IMPLICATIONS:

Mosaic Medical will act as Medical Sponsor for the Ensworth Elementary School Based Health Center. The purpose of the School Based Health Center is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success.

The Deschutes County School Based Health Centers (SBHC) provide affordable, convenient health care and health education to children and their parents/guardians who live in the Bend/La Pine, Redmond, or Sisters school districts. The SBHCs seek to support and achieve improved health management for students and their families. Mosaic Medical will provide well child exams and sick child exams within the scope of practice of a pediatric nurse practitioner or family nurse practitioner and they will submit claims to the applicable health plans. Mosaic Medical will provide Behavioral Health Consultant Services to help support the needs of the SBHC.

BUDGET IMPACTS:

Maximum Compensation represents the amount County shall pay Medical Sponsor as applicable and the sum total shall not exceed **\$80,000** for Behavioral Health Services (FY 2022=\$40,000, FY 2023=\$40,000) and **\$80,000** for Base Grant Medical Services (FY 2022=\$40,000, FY 2023=\$40,000). Fiscal Year (FY) is July 1 to June 30.

ATTENDANCE:

Tom Kuhn, Program Manager



REVIEWED

LEGAL COUNSEL

10/06/2021 Item #6.

School-Based Health Center

To date, seven (7) School Based Health Center (SBHC) service locations exist throughout Deschutes County area due to a collaborative partnership with three (3) Medical Sponsors and four (4) School Districts. These integrated clinics allow any child to receive medical and behavioral health screenings and referrals for appropriate levels of care. Other services include annual well child exams, sports physicals, vaccinations and other walk-in medical care, intensive out-patient family, individual and group therapy. Medical Sponsor/County shall not advertise the SBHC service locations as Covid19 testing areas. Covid19 testing may only be provided to current and future students as part of regular medical screenings. Parties to this Contract are outlined as follows:

Deschutes County, Oregon - hereinafter referred to as "COUNTY"

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division.

Bend-La Pine School District - hereinafter referred to as "DISTRICT"

District, a political subdivision of the State of Oregon

Mosaic Medical - hereinafter referred to as "MEDICAL SPONSOR"

Medical entity, domestic nonprofit corporation and Federally-Qualified Health Center

This Contract is made and entered into by and between the above mentioned agencies collectively referred to as "Party" or "Parties" and **applies to the following School Based Health Center service locations:**

SBHC Service Location:

Location Name:	Ensworth Elementary SBHC
Address:	2150 NE Daggett Lane, Bend, OR 97701
Phone Number:	541-693-2222
Fax Number:	
On-site Point of Contact:	
On-site Point of Contact Phone:	
On-site Point of Contact Email:	
Service Location Hours:	Tuesday 9am-12pm, Wed-Fri 8am-5pm

RECITALS

WHEREAS, COUNTY and DISTRICT are authorized pursuant to ORS 190.003 through 190.110 to enter into an agreement for the performance of any or all functions which either Party to the agreement has the authority to perform;

WHEREAS COUNTY and DISTRICT intend through this Contract to allow COUNTY, acting by and through its Health Services Department, Public Health Division, to operate a School-Based Health Center (SBHC) in District Name located on the school campus to provide limited health services to current and future students in DISTRICT; and

WHEREAS, in association with MEDICAL SPONSOR'S provision of health services at SBHC, MEDICAL SPONSOR requires services more specifically described herein, which COUNTY is capable of and willing to provide, under terms and conditions hereinafter described; and

WHEREAS, MEDICAL SPONSOR is able and prepared to provide such services, under terms and conditions hereinafter described; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereinafter, the Parties agree as follows:

1. **TERM**

The effective date of this Contract shall be **July 1, 2021**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on **June 30, 2023**. This Contract may be renewed or extended only upon written agreement of all Parties.

2. **SERVICES**

Parties agree to provide services and facilities, as described in Exhibit 1 of this Contract to assist in the operation of the School Based Health Center(s) to which the address and location(s) is specifically outlined on page 1 of this Contract.

3. **DEFINITIONS**

- A. "*Disclosure*" means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside the School Based Health Center 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. "*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 either Party from or on behalf of either Party, or is created by either Party, or is made accessible to either Party by either Party.
- D. "*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.
- E. "*Services*" means School Based Health Services provided by Deschutes County Health Services staff, and health care services provided by Medical Sponsor all as part of the SBHC Program identified in this Contract.
- F. "*Use*" (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, retention, or analysis of such information to, from or within either Parties' organization.

4. **PARTIES ARE INDEPENDENT**

Parties shall provide the services described in the Exhibit specifically outlined to that Party ("Medical Sponsor Exhibit", "School District Exhibit", "County Exhibit") of this Contract. Each Party shall be deemed an independent contractor(s) for all purposes and shall be entitled to no compensation unless payment is provided under that Party's Exhibit of this Contract. Parties shall each be responsible for their own employees and agents, including without limitation supervision, pay, compensation, social security taxes and state and federal taxes.

5. **INDEMNIFICATION AND INSURANCE**

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, each Party shall defend, save, hold harmless and indemnify each other, their 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 each other's or their officers, employees, contractors, or agents under this Contract. No Party shall be liable to any other Party for any incidental or consequential damages arising out of or related to this Contract. Neither Party shall be liable for any damages of any sort arising solely from the rightful termination of this Contract or any part hereof in accordance with its terms.

A. Each Party subject to this Contract at that Parties' expense shall obtain and maintain insurance of the types and amounts described herein and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the Party performs under this Contract. Insurance shall be in full force throughout the duration of this Contract. 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 monitor continued compliance with the insurance requirements on an annual or more frequent basis. If a Party to this Contract is not in compliance with the insurance requirements, COUNTY may issue a stop work order (or the equivalent) until the insurance is in full force or COUNTY may, at COUNTY'S discretion, immediately terminate the Contract. **The Insurance and Indemnification requirements as outlined in this Paragraph 5 may be satisfied through the Party's program of self-insurance, as applicable.**

B. Types and Amounts: sk
sk

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

ii. PROFESSIONAL LIABILITY. Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Contract, with limits not less than the following, as determined by COUNTY:

\$1,000,000/\$3,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

iii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to COUNTY. This insurance shall include personal injury liability products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by COUNTY:

Bodily Injury, Death and Property Damage:

\$3,000,000/\$5,000,000 per occurrence for all claims arising out of a single accident (annual aggregate).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

iv. AUTOMOBILE LIABILITY. Automobile Liability insurance covering 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). Automobile Liability Insurance must be in not less than the following amounts as determined by COUNTY:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

v. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include **Deschutes County, District, Medical Sponsor, the State of Oregon**, their officers, employees, agents and volunteers as Additional Insureds but only with respect to the Parties' activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

vi. "TAIL COVERAGE". If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contract shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of: (1) the Parties' completion and COUNTY'S acceptance of all services required under this Contract or, (2) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the Party elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty (24) month period described above, then Party may request and COUNTY may grant approval of the maximum "tail" coverage period reasonable available in the marketplace. If COUNTY approval is granted, Party shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

vii. Certificates of Insurance. COUNTY shall obtain from applicable Parties as determined above, a certificate(s) of insurance for all required insurance before the Party performs under this Contract. The certificate(s) or an attached endorsement must specify: (1) all entities and individuals who are endorsed on the policy as Additional Insured and (2) for insurance on "claims made" basis, the extended reporting periods applicable to "tail" or continuous claims made coverage. Applicable Party shall immediately notify COUNTY of any change in insurance coverage.

viii. County shall not authorize any Party 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 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 a Party to work under this Contract when the County is aware that the Party is not in compliance with the insurance requirements.

6. PUBLICITY

All public statements, whether written or verbal, regarding any services rendered under this Contract shall be brought before each Party's Program Director, for review and approval prior to release to the public.

7. TERMINATION

This Contract may be terminated with or without cause by any Party upon thirty (30) days written notice, delivered by certified mail or in person to the other Parties. District may immediately suspend a SBHC service location if there is a Covid19 exposure that closes the school facility where the SBHC is located. District will subsequently notify the Medical Provider/County when the SBHC may re-open in compliance with State Covid19 guidelines. District may terminate this Agreement immediately and without notice if it is found that Medical Provider has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. District shall not be responsible for lost revenues or for costs incurred by Medical Provider/County due to a COVID19 related closure or suspension.

8. NON-ASSIGNABILITY

No Party may assign its rights or assign or subcontract its obligations hereunder without the express written consent of the other Parties.

9. ACCESS TO RECORDS

MEDICAL SPONSOR and COUNTY shall have access to such books, documents, papers and records of each other as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts. Release of patient protected health information shall be in accordance with HIPAA and any other applicable laws or regulations.

In accordance with ORS 179.505 and HIPAA, both MEDICAL SPONSOR and COUNTY agree to obtain an authorization for the release of information from the patient that is being considered for, or receiving services.

10. FEDERAL REQUIREMENTS

Each Party agrees to abide by all applicable laws, regulations and policies relating to equal employment opportunity, non-discrimination in services and affirmative action. Without limiting the generality of the foregoing, the Parties agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996 and HIPAA Omnibus Rule of 2013; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659A, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

11. COMMUNICATION

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 Parties at the address or number set forth below. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

<u>To School District:</u>	<u>To County:</u>
Steve Cook, Superintendent	Nahad Sadr-Azodi, Deputy Director
Bend-La Pine School District	Deschutes County Health Services
520 NW Wall Street	2577 NE Courtney Dr.
Bend, Oregon 97703	Bend, Oregon 97701
Phone No. 541-355-1001	Phone No. 541-317-3178
Fax No. 541-355-1009	Fax No. 541-322-7565
Steve.cook@bend.k12.or.us	Nahad.Sadr-Azodi@deschutes.org

<u>To Medical Sponsor:</u>	<u>To County – for Notices & Terminations:</u>
Megan Haase	Grace Justice Evans, Contract Specialist
Mosaic Medical	Deschutes County Health Services
600 SW Columbia, Suite 6000	2577 NE Courtney Dr.
Bend, OR 97702	Bend, Oregon 97701
Phone No. 541-383-3005	Phone No. 541-322-7516
Fax No.	Fax No. 541-322-7565
megan.haase@mosaicmedical.org	grace.evans@deschutes.org

	<u>To County – Accounts Payable:</u>
	Accounts Payable
	Deschutes County Health Services
	2577 NE Courtney Dr.
	Bend, Oregon 97701
	Phone No. 541-322-7510
	Fax No. 541-322-7565
	_HSAccountsPayable@deschutes.org

12. CONFIDENTIALITY

In connection with the performance of the Services, the Parties may receive from each other or otherwise have access to certain information that is required to be kept confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"); Each Party shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the SBHC for any purpose not directly connected with the administration of each Parties' responsibilities under this Contract except upon written consent of each Party, and if applicable, the employee, client, applicant or person.
- B. not disclose PHI to any third party without the other Party's prior written consent, except as required by law. Each Party 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.
- C. not use or disclose PHI except as permitted by law.
- D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI. Each Party shall ensure that its agents, employees, officers and subcontractors with access to records understand and comply with this confidentiality provision. Each Party shall cooperate with each other in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.
- G. promptly report to the other Party any use or disclosure of PHI not permitted by this Agreement of which it 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 Party's compliance with HIPAA.
- I. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Party with respect to security and privacy of such information.
- J. make PHI available to the other Party as necessary to satisfy the other Party's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- K. make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party's obligations under 45 CFR 164.526.
- L. to the extent the a Party is to carry out one or more obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Party in the performance of such obligation(s).
- M. If a Party (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect a Party's books and records relating to the use and disclosure of PHI, the Party, to the extent it is not legally prohibited from so doing, shall promptly notify the other Party and cooperate with the other Party in connection with any reasonable and appropriate action the Parties deem necessary with respect to such PHI.
- N. If any part of a Party's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:

- i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of either Party, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to the other Party any security incident relating to the EPHI that either Party maintains.
- O. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- P. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

13. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Parties agree 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. Parties will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven (7) business days after Party discovers such HIPAA Breach, unless the Party is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to the other Party, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to a Party or, by exercising reasonable diligence, would have been known to the Party. Parties will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Party. No later than seven (7) business days following a HIPAA Breach, Party shall provide the other Party with sufficient information to permit the other Party to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) a Party, the Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Parties agree 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, a Party believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the Party’s the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party’s breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

14. ATTORNEYS FEES

In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this Contract, each Party shall be responsible for its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal. Each Party shall give the other immediate notice in writing of any action or suit filed or any claim made against that Party which may result in litigation in any way related to this Contract.

15. NO WAIVER OF CLAIMS

The failure by either Party to enforce any provision of this Contract shall not constitute a waiver by that Party of that provision or of any other provision or provisions of this Contract.

16. MODIFICATION

Any modification of the provisions of this Contract shall not be effective unless and until the modifications are reduced to writing and signed by each Party.

17. INTEGRATION

This Contract contains the entire Contract between the Parties and supersedes all prior and contemporaneous written or oral discussions or contracts and all prior written discussions or contracts.

18. SB 675 (2015) REPRESENTATION AND COVENANT.

- A. Each Party represents and warrants that the Party 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. Each Party 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. Each Party acknowledges that failure by the applicable Party to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before the Party 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.

19. REGULATIONS AND DUTIES. County and Medical Sponsor shall comply, as applicable to services provided, with all applicable provisions pertaining to School Based Health Center Services (SBHC), of that certain contract, as amended, including applicable Service Descriptions attached thereto, effective July 1, 2021, between the State of Oregon acting by and through its Oregon Health Authority (OHA) and Deschutes County, OHA Agreement #169509. County and Medical Sponsor agree to comply with the rules and regulations of County, applicable provisions SBHC in the contract between County and OHA, incorporated herein by reference, as of the effective date of the Contract, applicable provisions of the Administrative Rules and Procedures of OHA, applicable Federal regulations and all provisions of Federal and State statutes, rules and regulations relating to performance of SBHC services under this Contract. Any act or duty of County, imposed upon County by OHA, which, by the nature of this Contract County determines to be within the scope of this Contract and is to be performed by the Medical Sponsor, the Medical Sponsor shall perform on behalf of County. No federal funds may be used to provide services in violation of 42 USC 14402.

20. REQUIRED FEDERAL TERMS AND CONDITIONS

COUNTY, DISTRICT and MEDICAL SPONSOR 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 the Parties. 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.

A. Miscellaneous Federal Provisions

All federal laws, regulations, and executive orders applicable to the Contract or the delivery of Work. Without limiting the generality of the foregoing, MEDICAL SPONSOR and DISTRICT 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, (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 and HIPAA Omnibus Rule of 2013, (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 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 Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

B. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then all Parties 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).

C. Clean Air, Clean Water, EPA Regulations

If this Contract, including amendments, exceeds \$100,000 then all Parties shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contract, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, HHS and the appropriate Regional Office of the Environmental Protection Agency. All Parties shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

D. Energy Efficiency

All Parties shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

E. Truth in Lobbying

By signing this Contract, the Parties certify under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of applicable Party, 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 the United States Congress, or any 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.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was place when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- iv. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT or Deschutes County under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature or legislative body, except in presentation to the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government.
- v. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT or Deschutes County under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- vi. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- vii. No part of any federal funds paid to MEDICAL SPONSOR, DISTRICT, or Deschutes County under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

F. Resource and Conservation and Recovery.

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

- G. Audits. Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to contractors, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of Federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, Subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub-recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.

H. Debarment and Suspension.

COUNTY shall not permit any person or entity to be a party to this Contract if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and county's declared ineligible under statutory authority other than Executive Order No. 12549. MEDICAL SPONSOR and COUNTY 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.

I. Drug-Free Workplace

Each Party shall comply with the following provisions to maintain a drug-free workplace: (i) Each Party certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in the Party's workplace or while providing services to OHA clients. Each Party's notice shall specify the actions that will be taken by the Party against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, each Party's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through the implementation of subparagraphs (i) through (vi) above; (viii) Each Party shall comply with subparagraphs (i) through (vii) above; (ix) No Party, nor any employee, officer, or agent of

the Party may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable controlled substance, prescription or non-prescription medication that impairs the employee, officer, or agent in the performance of an essential job function or creates a direct threat to clients or to others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the Contract.

J. Pro-Children Act

Each Party shall comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

K. Medicaid Services

Each Party shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 et.seq., including without limitation:

- i. 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 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- ii. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- iii. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- iv. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Each Party shall acknowledge the Party'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.
- v. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid contract) 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 USC § 1396a(a)(68).

L. ADA

Parties shall comply with Title II of the Americans with Disabilities Act (ADA) 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.

M. Agency-Based Voter Registration

If applicable, Parties shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities to be offered where an individual may apply for or receive an application for public assistance.

N. Disclosure

- i. Parties shall comply with the provisions of 42 CFR 455.104 which 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 PO 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.

- ii. Parties shall comply with the provisions of 42 CFR 455.434 which 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 ten (10) years.
- iii. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

U.S. Department of Health and Human Services
 Office of the Inspector General
 Attn: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Ave, SW
 Cohen Building, Room 5527
 Washington, DR 20201

OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the Provider, fiscal agent or managed care entity.

O. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- i. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- ii. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- iii. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

21. Covid19 Provisions

- A. Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. District cannot completely mitigate the transfer of communicable diseases like COVID-19. Medical Provider/County understand there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. Medical Provider/County understand the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. Medical Provider/County acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.

- B. Indemnification: In consideration for use of the District property, Medical Provider/County agree to waive and discharge any and all claims against the District and release it from liability for any claim, demand, loss of any nature arising out of Medical Provider/County's alleged failure to follow the CDC, federal, state, or local orders regarding COVID-19. Medical Provider/County also agree to release, exonerate, discharge and Hold Harmless the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, but not including attorney fees, arising out of injuries of any kind to Medical Provider/County, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, unless caused by the negligent actions of the District or its employees or agents, or in the case of COVID-19, if caused by the District's failure to follow the CDC, federal, state, or local orders regarding COVID-19. Medical Provider/County certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.

- C. Insurance: Medical Provider/County understands that the District does not carry insurance for communicable diseases including Covid-19 and Medical Provider/County is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from Medical Provider/County's activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19.

22. ENTIRE CONTRACT AND COUNTERPARTS.

This Contract including any Exhibits and Attachments hereto, sets forth the entire understanding of the Parties, and, unless otherwise provided for herein, may not be modified except in writing signed by all Parties. This Contract shall be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

[THE SIGNATURE PAGE IS THE NEXT PAGE]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly appointed officers the first date written below.

DATED this ____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PHIL CHANG, Vice Chair

PATTI ADAIR, Commissioner

ATTEST:

Recording Secretary

Signature: *Sarah Key*
Email: sarah.key@deschutes.org
Title: Loss Prevention Coordinator
Company: Deschutes County Risk Management

Signature: *Steve Cook*
Steve Cook (Aug 24, 2021 20:08 PDT)
Email: steve.cook@bend.k12.or.us
Title: Superintendent
Company: Bend / LaPine School District

Signature: *Megan Haase*
Megan Haase (Aug 25, 2021 15:55 PDT)
Email: megan.haase@mosaicmedical.org
Title: CEO
Company: Mosaic Medical

Exhibit 1 (COUNTY)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. Services shall be provided 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.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities and Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. District will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.). District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party's normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

2. Services:

- A. Designate staff members to serve as points of contact (POC) and to act as liaison between Parties. In addition, points of contact two (s) staff members will assist with identification and submission of SBHC grants. POC identified for all Mental Health Expansion Grant behavioral health specialty services is Jennifer Stephenson. POC identified for Base Grant funded medical sponsor and YAC services is Tom Kuhn (Base Grant) and Jessica McDonald (YAC).
- B. Provide grant writing and management services (on an in-kind basis) to develop funding for the SBHC program.
- C. Provide marketing and public relations support specific to SBHC program needs (on an in-kind basis).
- D. County's Points of Contact will provide support, supervision and leadership to the County respective SBHC program elements for which they are responsible (located in Sisters, La Pine, Redmond and Bend)
- E. County will provide staff supervision for County staff, and assign designated staff to attend clinic meetings and site team meetings. County shall be responsible for compensating County staff and liabilities arising from acts and omissions of County staff.
- F. County will ensure that assigned staff has the required credentials. County shall employ and supervise all County SBHC staff, and, in County's sole discretion, shall provide adequate staffing to ensure County's responsibilities under this Contract are fulfilled.
- G. Youth Engagement Coordinator services shall include and are limited to:
 - i. Education and outreach to schools and/or within the local community as requested by District and/or Medical Sponsor;
 - ii. Coordinate and facilitate Youth Advisory Council (YAC) according to the manner agreed upon between County and District at sites funded for YACs. The YAC is developed and managed by County;
 - iii. Assist and/or teach in District health classes or District career classes.
- H. County will provide, at County's expense, a behavioral health therapist for the SBHC location. The behavioral health therapist will provide services for a minimum of twenty (20) hours per week (excluding vacation and sick time) during the SBHC regular hours of operation, (defined as "Service Location Hours", Page 1 of this Contract). Services will include screening, assessment and treatment for behavioral health disorders, crisis intervention and prevention, education and outreach to schools for youth and families eligible for SBHC services.
- I. County retains full ownership of County owned durable equipment at the SBHC location.
- J. Coordinate and facilitate School Based Health Center Partnership Meetings.

3. Data Collection/Reporting:

- A. Medical Sponsor and County, in partnership, will meet the data collection requirements outlined in the current Oregon School-Based Health Centers Standards for Certification.
- B. County will keep the operational profile updated with County staffing.
- C. County shall be responsible for primary accounting, budgetary oversight, and fiscal report management for SBHC data, including reporting to the Oregon State SBHC program.
- D. County shall submit, in partnership with Medical Sponsor, Mental Health Expansion Grant related progress reports quarterly, as applicable to required reporting periods.

4. Consideration: Maximum Compensation represents the amount County shall pay Medical Sponsor as applicable and the sum total shall not exceed **\$80,000** for Behavioral Health Services (FY 2022=\$40,000, FY 2023=\$40,000) and **\$80,000** for Base Grant Medical Services (FY 2022=\$40,000, FY 2023=\$40,000). Fiscal Year (FY) is July 1 to June 30.

- A. County will pay: Mosaic Medical for Behavioral Health Consultant Services, a not to exceed consideration under this Contract, which includes allowable expenses, up to **\$80,000**. Medical Sponsor may invoice County on a monthly or quarterly basis, as agreed upon between the Parties. It is understood and agreed that in the event funds are not awarded to County from the Oregon Health Authority (OHA), or if funds County actually receives from OHA is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and

reimbursement to be paid hereunder.

- i. If OHA disallows or requests repayment for any funds paid under this Contract due to Mosaic Medical's acts or omissions, Mosaic Medical shall make payment to County of the amount OHA disallows or requests repayment.
 - ii. In the event that OHA determines that County or Mosaic Medical is responsible for the repayment of any funds owed to OHA by Mosaic Medical, Mosaic Medical agrees to make such payment within ten (10) days of notification by County or OHA of said determination by OHA.
- B. County will invoice: \$0
- C. County shall NOT be entitled to reimbursement for travel related expenses.
- D. If this maximum compensation amount is increased by amendment to this Exhibit 1 (County) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 1 (SCHOOL DISTRICT)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. Services shall be provided 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.

School District shall: regularly attend site team meetings, refer students to SBHC; include SBHC information releases in school newsletters; assist in distributing registration packets; set up and maintain a system to keep track of students who are registered and communicate with their parents and obtain permission for students to utilize the SBHC.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities and Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. District will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.). District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

2. Services:

- A. Provide support/referral. Staff support and referral of students as per policy and procedure outlined in the "student eligibility guidelines" per Oregon School-Based Health Centers Standards for Certification. A designated District staff person shall be named as the primary contact for administrative requests for the SBHC. District school offices will refer students to any available SBHC from all District schools, include SBHC information releases in school newsletters, and assist in distributing registration packets to students.
- B. Designate Point of Contact who will regularly attend regularly scheduled SBHC site team meetings, annual partnership meeting and support Youth Engagement Coordinator with the Youth Action Council. In event that point of contact cannot attend an SBHC meeting, a proxy will be sent in their place.
- C. Provide space and support for Youth Action Council programming and projects. The Youth Action Council may be offered in a variety of different formats (e.g. class, club, after school activity) as deemed appropriate through mutual agreement by District and County.

3. Consideration: Maximum Compensation represents the amount County shall pay District and shall not exceed \$0.

- A. District will pay: \$0
- B. District will invoice: \$0
- C. District shall NOT be entitled to reimbursement for travel related expenses.
- D. If this maximum compensation amount is increased by amendment to this Exhibit 1 (School District) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 1 (MEDICAL SPONSOR)

SCOPE OF WORK

The purpose of School Based Health Centers (SBHC) is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success. Services shall be provided 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.

Medical Sponsor shall: Provide primary medical and behavioral health services to the children within School District through designated Medical Sponsor staff.

1. Facility:

- A. Provide space for the SBHC which meets the Oregon State certification criteria of and expanded SBHC. Ensure that SBHC has an external entrance with available access outside school hours.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- B. Utilities and Custodial. Medical Sponsor shall comply with all State guidelines for Covid19 for cleaning and sanitizing during its use of the SBHC service locations using their own janitorial supplies. District will empty garbage each day clinic is open, vacuum, mop and clean bathroom no less than daily. Waste disposal shall not include biologic hazardous waste (needles, blood saturated dressings, etc.). District shall pay for the cost of SBHC utilities (water, electricity and heat).

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- C. Telecommunication. Provide telephone lines and a confidential fax line. Pay the installation and monthly costs for their own telecommunications.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- D. Information Technology. Provide their own respective Internet connectivity. Provide their own information technology infrastructure and support.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- E. Joint Responsibilities: Appoint a site council comprised of representatives, a member of staff (mutually agreed upon between Parties), school parents, and community residents as volunteers to review and comment on the plans submitted by SBHC staff for operations and activities.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

- F. Building Maintenance. The responsible party will provide a means for the SBHC to report maintenance issues and will respond to requests in a timely manner. The responsible party shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, normal wear and tear, elevators, emergency lighting, flooring, HVAC, plumbing, electrical and lighting systems, and provide fire extinguishers, sidewalks, and parking area – including snow/ice removal - which are located on or serve the Premises. This work will be conducted in accordance with responsible party’s normal operating procedures applicable to the facility in which the clinic is located. Snow removal at Clinic and employee entrances will be performed in accordance with snow removal procedures in place for the facility in which the clinic is located.

Applicable to:

MEDICAL SPONSOR DISTRICT COUNTY

2. Services:

- A. Designate a Point of Contact for SBHC location(s).
- B. Designate a staff person (Manager) as primary point of contact to act as liaison between Parties. Provide SBHC staff administration, supervision for Medical Sponsor staff and designate staff to act as Clinic Coordinator, Immunization Coordinator, Privacy Official, Quality Assurance Coordinator, Laboratory Coordinator and Medical Director for the SBHC location(s).
- C. Medical Sponsor agrees to provide sick child exams and well child exams and associated treatment within the scope of practice of a primary care licensed medical provider through weekly clinics based upon the need within the SBHC as determined by Medical Sponsor's Manager in collaboration with County and District.
- D. Operate the SBHC in accordance with the current Oregon School-Based Health Centers Standards for Certification. The SBHC certification standards may be found on-line at the following link:
<http://public.health.oregon.gov/HealthyPeopleFamilies/Youth/HealthSchool/SchoolBasedHealthCenters/Pages/certification.aspx>.
- E. Medical Sponsor staff will fully disclose to patients of SBHC location Medical Sponsor's billing practices and the partnership with County and District.
- F. Medical records will be the property of Medical Sponsor and are subject to Medical Sponsor and County's policies of confidentiality regarding medical records and health information. Medical Sponsor and County agree to share client charts for the purposes of continuity of care and compliance with SPO required data reporting.
- G. Medical Sponsor, at County's and Medical Sponsor's expense, will provide a .50 FTE behavioral health consultant to help support the behavioral health needs of the SBHC. Medical Sponsor's behavioral health consultant will provide services for a minimum of twenty (20) hours per week (excluding vacation and sick time) during SBHC regular hours of operation.
- H. Medical Sponsor shall provide behavioral health services with the ability to collect and report on mental/behavioral health encounter visits as required by the SPO.
- I. Medical Sponsor shall provide services that are culturally and linguistically appropriate to the SBHC population.
- J. Medical Sponsor will credential all licensed providers as required by the applicable Oregon State licensing boards and meet Oregon School-Based Health Centers Standards for Certification, Version 4, found at:
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>.
- K. Medical Sponsor will submit claims to the applicable health plans for services provided to SBHC clients. Income from the claims submitted by Medical Sponsor will accrue to Medical Sponsor. Medical Sponsor will submit claims per Medical Sponsor's billing requirements. Medical Sponsor will provide SBHC services to clients up through age of twenty (20) regardless of ability to pay for services. Exceptions may be allowed for clients who have established care prior to the age of twenty-one (21). Medical Sponsor may attempt to collect payment on an unpaid patient account.
- L. Collaborate with County Youth Engagement Coordinator in Youth Action Council Projects.
- M. Attend SBHC Partnership Meetings.

3. Data Collection/Reporting:

- A. Medical Sponsor and County, in partnership, will meet the data collection requirements outlined in the current Oregon School-Based Health Centers Standards for Certification.
- B. Medical Sponsor will keep the operational profile updated with Medical Sponsor clinic staffing and operational information.

- C. Medical Sponsor will participate in the monthly State Program Office Mental Health Expansion Grant check-in meetings, or upon request.
 - D. Medical Sponsor shall submit, in partnership with County, Mental Health Expansion Grant related progress reports (as specified by Oregon Health Authority) quarterly along with the quarterly invoice, in accordance with the schedule outlined below, paragraph 4, B.
4. Consideration: Maximum Compensation represents the amount County shall pay Medical Sponsor and shall not exceed **\$80,000** for Behavioral Health Services (FY 2022=\$40,000, FY 2023=\$40,000) and **\$80,000** for Base Grant Medical Services (FY 2022=\$40,000, FY 2023=\$40,000). Fiscal Year (FY) is July 1 to June 30.
- A. Medical Sponsor will pay:
 - B. Medical Sponsor will invoice: Quarterly, based on the following schedule:
 - 1st Quarter - July 1 through September 30, due by October 15
 - 2nd Quarter – October 1 through December 31, due by January 15
 - 3rd Quarter – January 1 through March 31, due by April 15
 - 4th Quarter – April 1 through June 30, due by July 31
 - C. County Point of Contact will notify Medical Sponsor in advance of invoice due dates, as well as when invoices are late.
 - D. Medical Sponsor shall NOT be entitled to reimbursement for travel related expenses.
 - E. If this maximum compensation amount is increased by amendment to this Exhibit 1 (Medical Sponsor) of this Contract, the amendment shall be executed and fully effective before Parties perform work subject to the amendment.

Exhibit 2

REQUIRED PROVIDER CONTRACT PROVISIONS
Oregon Health Authority Exhibit H of 2021-2023 Intergovernmental Agreement

General Applicability and Compliance. Bend-La Pine School District and Mosaic Medical referenced herein as “Contractors”) shall comply with the following requirements herein to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractors and County.

1. **Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of services as described in this Contract (“Services”), subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - A. Contractor may not expend on the delivery of Services any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of Services.
 - B. If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
 - C. Contractor may expend funds paid to Contractor under this Contract only in accordance with federal 2 CFR Subtitle B with guidance at 2 CFR Part 200 as those regulations are applicable to define allowable costs.
2. **Records Maintenance, Access and Confidentiality.**
 - A. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
 - B. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
 - C. **Expenditure Records.** Contractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Contractor under this Contract. In particular, but without limiting the generality of the foregoing, Contractor shall (i) establish separate accounts for each type of service for which Contractor is paid under this Contract and (ii) document expenditures of funds paid to Contractor under this Contract for employee compensation in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by LPHA, utilize time/activity studies in accounting for expenditures of funds paid to Contractor under this Contract for employee compensation. Contractor shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with 2 CFR Subtitle B with guidance at 2 CFR Part 200.
 - D. **Safeguarding of Individual’s Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Contractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.093, 433.098 and 42 CFR Part 2. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested.
 - E. **Information Privacy/Security/Access.** If the services performed under this Contract requires Contractor to have access to or use of any Oregon Health Authority computer system or other Oregon Healthy Authority Information Assets or Network and Information Systems, Contractor shall comply and require its staff to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

- 3. Alternative Formats of Written Materials.** In connection with the delivery of services, Contractor shall make available to client, without charge, upon the client's reasonable request:
- A. All written materials related to the services provided to the client in alternate formats.
 - B. All written materials related to the services provided to the client in the client's language.
 - C. Oral interpretation services related to the services provided to the client in the client's language.
 - D. Sign language interpretation services and telephone communications access services related to the services provided to the client.

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

- 4. Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
- A. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - B. all state laws governing operation of community public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community public health programs;
 - C. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in Exhibit G to the certain 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services between County and the Oregon Health Authority dated as of July 1, 2021, is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.
- 5. Grievance Procedures.** If Contractor employees fifteen (15) or more employees to deliver the services under this Contract, Contractor shall establish and comply with employee grievance procedures. In accordance with 45 CFR 84.7, the employee grievance procedures must provide for resolution of allegations of discrimination in accordance with applicable state and federal laws. The employee grievance procedures must also include "due process" standards, which, at a minimum shall include:
- A. An established process and time frame for filing an employee grievance.
 - B. An established hearing and appeal process.
 - C. A requirement for maintaining adequate records and employee confidentiality.
 - D. A description of the options available to employees for resolving disputes.

Contractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Contractor and are aware of the means by which employees may make use of the employee grievance procedures. Contractor may satisfy these requirements for ensuring that employees are aware of the means for making use of the employee grievance procedures by including a section in the Contractor employee manual that describes the Contractor employee grievance procedures, by publishing other materials designed for this purpose, or by presenting information on the employee grievance procedures at periodic intervals in staff and board meetings.

6. Independent Contractor. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.

7. Indemnification. To the extent permitted by applicable law, Contractor shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, Providers or agents under this Contract.

8. Required Contractor Insurance Language.

- A. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Paragraph 5 of the Contract to which this Exhibit 2 is attached.
- B. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims.

9. Subcontracts. Contractor shall include sections 1 through 8, in substantially the form set forth above, in all permitted subcontracts under this Contract.

CERTIFICATE OF COVERAGE

10/06/2021 Item #6.

AGENT Brown & Brown Northwest 601 SW 2nd Avenue, Suite 1200 Portland, OR 97204 www.bbnw.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.
NAMED PARTICIPANT Bend La Pine School District #1 520 NW Wall Street Bend OR 97701	COMPANIES AFFORDING COVERAGE COMPANY A: Property Casualty Coverage for Education COMPANY B: Genesis Insurance Company COMPANY C: Lexington Insurance Company COMPANY D: COMPANY E:

COVERAGES


THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED PARTICIPANT HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS WHICH ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, SUITS OR ACTIONS. THE TITLES REFERENCED UNDER TYPE OF COVERAGE ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT BE DEEMED IN ANY WAY TO LIMIT OR EFFECT THE PROVISIONS TO WHICH THEY RELATE.

CO LTR	TYPE OF INSURANCE	COVERAGE DOCUMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A B	GENERAL LIABILITY	36P60003-13	7/1/2021	7/1/2022	GENERAL AGGREGATE \$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 20,000,000
	✓ PUBLIC OFFICIALS LIABILITY				
	✓ EMPLOYMENT PRACTICES				
	✓ OCCURRENCE				
A B	AUTOMOBILE LIABILITY	36P60003-13	7/1/2021	7/1/2022	GENERAL AGGREGATE \$ 20,000,000
	✓ SCHEDULED AUTOS				EACH OCCURRENCE \$ 20,000,000
	✓ HIRED AUTOS				
	✓ NON-OWNED AUTOS				
A C	AUTO PHYSICAL DAMAGE	36P60003-13	7/1/2021	7/1/2022	SCHEDULED AUTOS PER SCHEDULE
	✓ SCHEDULED AUTOS				
	✓ HIRED AUTOS				\$ 50,000
	✓ NON-OWNED AUTOS				
	EXCESS LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	PUBLIC OFFICIALS LIABILITY				
	EMPLOYMENT PRACTICES				
	AUTO LIABILITY				
A C	PROPERTY	36P60003-13	7/1/2021	7/1/2022	Per Scheduled Property
	Business Personal Property				

DESCRIPTION
 Operations of the Named Participant throughout policy term.

 PACE Educators Liability Coverage Document applies. Refer to attached.
 Subject to policy terms, conditions and exclusions.

CERTIFICATE TYPE EVIDENCE OF INSURANCE CERTIFICATE ADDITIONAL PARTICIPANT CERTIFICATE

CERTIFICATE HOLDER Deschutes County, its officers, agents, employees, volunteers 1340 NW Wall Street Bend OR 97701	CANCELLATION SHOULD ANY OF THE COVERAGE DOCUMENTS HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE CARRIER WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF OF KIND UPON REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">  Ron Cutter </div>
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CERTIFICATE OF LIABILITY INSURANCE

10/06/2021 Item #6.

06/17/2021

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

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

PRODUCER: Brown & Brown Northwest, 1160 SW Simpson Ave, Ste 100, Bend, OR 97702. CONTACT NAME: Rickie Mickle, PHONE: (541) 382-1611, FAX: (541) 382-1611, E-MAIL: rmickle@bbnw.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Physicians Mutual Insurance Company (NAIC # 80578), INSURER B: Allmerica Financial Benefit Insurance Company (NAIC # 41840), INSURER C: SAIF Corporation (NAIC # 18058), INSURER D: Philadelphia Indemnity Insurance Company (NAIC # 18058), INSURER E: (NAIC #), INSURER F: (NAIC #).

COVERAGES CERTIFICATE NUMBER: CL2161790457 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Management Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Management Liability Policy NO. PHSD1642899 Aggregate, All Parts: \$4,000,000 each Policy Period. Retention: (A) Part 1, D&O Liability: \$25,000 for each Claim under Insuring Agreement B & C. (B) Part 2, Employment Practices: \$50,000 for each Claim. (C) Part 3, Fiduciary Liability: \$1,000 for each Claim.

CERTIFICATE HOLDER

CANCELLATION

Certificate Holder: Deschutes County, its officers, agents, employees and volunteers, 1300 NW Wall St, 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: Rickie Mickle

AGENCY CUSTOMER ID: 00338203

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Northwest		NAMED INSURED Mosaic Medical	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate holder is an additional insured when required by written contract.

ADDITIONAL COVERAGES

10/06/2021 Item #6.

Ref #	Description Sexual Misconduct/Sexual Activity Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Peer Review Liability Each CLaim	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical Expense Each Injured Person	Coverage Code	Form No.	Edition Date	
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Pollution and Mold Liability Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 500,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Damage to Premises Rented	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Disciplinary Proceeding Defense Reim. Agg.	Coverage Code	Form No.	Edition Date	
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Professional Liability Per Claim	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Pollution & Mold Liability Each Claim	Coverage Code	Form No.	Edition Date	
Limit 1 500,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Peer Review Aggregate	Coverage Code	Form No.	Edition Date	
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Damage to Patient Property	Coverage Code	Form No.	Edition Date	
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type Dollars	Premium
Ref #	Description General Liability - Each Incident	Coverage Code	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

ADDITIONAL COVERAGES

10/06/2021 Item #6.

Ref #	Description General Liability Aggregate	Coverage Code	Form No.	Edition Date
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Employee Benefit Liability Each Incident	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Employee Benefits Aggregate	Coverage Code EBAGG	Form No.	Edition Date
Limit 1 5,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Disciplinary Proceeding Each Investigation	Coverage Code	Form No.	Edition Date
Limit 1 50,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Limited Coverage For Sexual Misconduct	Coverage Code	Form No.	Edition Date
Limit 1 500,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Excess Medical Professional	Coverage Code	Form No.	Edition Date
Limit 1 4,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Excess GL & EBL	Coverage Code	Form No.	Edition Date
Limit 1 4,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Waiver of Subrogation	Coverage Code WVSUB	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$660.09				
Ref #	Description TERRIOSM COV	Coverage Code TEROR	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$1,138.08				
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$18,741.94				



1301 Second Avenue, Suite 2700
PO Box 91220
Seattle, WA 98111
T: (800) 962-1399
F: (206-373-7100

Healthcare Facility Professional And General Liability Insurance Policy
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT

As of the endorsement effective date until the endorsement expiration date, the designated organization shown below is an **additional insured** under this policy on a shared limits basis under the coverage part(s) designated below.

<u>ORGANIZATION NAME:</u>	<u>ENDORSEMENT EFFECTIVE DATE</u>	<u>ENDORSEMENT EXPIRATION DATE</u>	<u>PREMIUM</u>	<u>COVERAGE PART(S)</u>
Deschutes County, its officers, agents, employees and volunteers	7/1/2021	7/1/2022	N/A	D


With respect to the insurance afforded to the **additional insured**, this Policy is amended as follows:

Section V. EXCLUSIONS, subparagraphs E.13.a., E.13.b. and E.13.f. are deleted and replaced as follows:

E. Exclusions Applicable to Coverage D

- 13. liability for **property damage** to:
 - a. property owned or occupied by or rented or loaned to the **named insured**. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**;

Page 1 of 3

Named Insured's Name & Address: Mosaic Medical 600 SW Columbia Ste 6150 Bend, OR 97702	Policy Number 300003553
	Effective Date & Expiration Date 07/01/21 - 07/01/22
	Endorsement Effective Date July 1, 2021
Authorized Signature: 	

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.



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Healthcare Facility Professional And General Liability Insurance Policy
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT

- b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

- f. Exclusion V.E.13. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:
 - (1) fire or explosion;
 - (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
 - (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph E.13.f. shall not exceed \$1,000,000 in the aggregate for all **claims** reported within the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

With respect to the insurance afforded to this **additional insured**, the following is added to Section VIII.
LIMITS OF INSURANCE:

The most the Company will pay on behalf of the **additional insured** is the amount of insurance:

- 1. required by the contract or agreement with the **insured**; or
 - 2. available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase or decrease the applicable Limits of Insurance shown in the Declarations.



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Healthcare Facility Professional And General Liability Insurance Policy
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT

In addition, and only where designated as such above, the following **SPECIAL CONDITIONS** apply:

Waiver of Subrogation: If the **additional insured(s)** designated in the Schedule above includes a waiver of subrogation, the following is added to Section IX.D:

We waive any right of recovery we may have against the **additional insured** described above because of payments we make under this Policy under Coverages A, D, and/or G as described above, to the extent required under a written contract with that person or organization. The waiver applies only to the **additional insured** described above.

Primary Non-Contributory: If the **additional insured(s)** designated in the Schedule above includes primary non-contributory coverage, the following is added to Section IX.E.1:

If other insurance is available to the **additional insured** described above for a loss we cover under this Policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the **additional insured**.

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: August 18, 2021

Department: Health Services

Contractor/Supplier/Consultant Name: Mosaic Medical, Bend-La Pine School District

Public Health Contact: Tom Kuhn **Behavioral Health Contact:** Shannon Brister-Raugust

Type of Document: Ensworth Elementary School Based Health Center Agreement

Goods and/or Services: MosaicMedical will act as Medical Sponsor for the Ensworth Elementary School Based Health Center. The purpose of the School Based Health Center is to support and achieve improved health management for students and their families, thereby decreasing the barriers of poor health to school success.

Background & History: MosaicMedical is an Oregon nonprofit organization that operates a Federally Qualified Health Center, which provides physical health services to predominantly uninsured or medically underserved populations in Deschutes County.

Bend-La Pine School District ensures a rigorous and relevant education that develops productive citizens for a local and global community.

The Deschutes County School Based Health Centers (SBHC) provide affordable, convenient health care and health education to children and their parents/guardians who live in the Bend/La Pine, Redmond, or Sisters school districts. The SBHCs seek to support and achieve improved health management for students and their families. Mosaic Medical will provide well child exams and sick child exams within the scope of practice of a pediatric nurse practitioner or family nurse practitioner and they will submit claims to the applicable health plans. Mosaic Medical will provide Behavioral Health Consultant Services to help support the needs of the SBHC.

Maximum Compensation represents the amount County shall pay Medical Sponsor as applicable and the sum total shall not exceed **\$80,000** for Behavioral Health Services (FY 2022=\$40,000, FY 2023=\$40,000) and **\$80,000** for Base Grant Medical Services (FY 2022=\$40,000, FY 2023=\$40,000). Fiscal Year (FY) is July 1 to June 30.

Agreement Start Date: July 1, 2021

Agreement End Date: June 30, 2023

Annual Value or Total Payment: The maximum compensation to Mosaic Medical shall not exceed \$160,000.

Insurance Certificate Received (check box)
Insurance Expiration Date: Provided by each entity as outlined in the agreement.

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37) 2.37.050, Paragraph M

Funding Source: Oregon Health Authority

Pass Through Other: _____ Project Code HSPREVENT – HS34401G; HSINTYOUTH –HS34402G

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

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

Departmental Contact: Tom Kuhn, Public Health Program Manager
Shannon Brister-Raugust, Behavioral Health Program Manager

Deputy Director:

Deputy Director:

Signature: Holly Harris
Holly Harris (Aug 20, 2021 08:23 PDT)

Email: holly.harris@deschutes.org

Title: Acting Deputy Director

Company: Deschutes County

Signature: nahad sadr-azodi
nahad sadr-azodi (Aug 21, 2021 16:51 PDT)

Email: nahad.sadr-azodi@deschutes.org

Title: Director of Ph

Company: DCHS

Department Director Approval:

Signature: George A Conway
George A Conway (Aug 23, 2021 12:13 PDT)

Email: george.conway@deschutes.org

Title: Director

Company: DCHS

Distribution of Document: Grace Justice Evans, Deschutes County Health Services

Official Review:

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

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

Legal Review _____ Date _____

Document Number 2021-602

Grace Evans

From: Amy Heverly
Sent: Monday, August 16, 2021 11:10 AM
To: Grace Evans
Subject: Re: Bend-La Pine School District - Ensworth Elementary SBHC Renewal

Approved for legal sufficiency.

Thanks,

Amy

Amy Heverly
Assistant Legal Counsel
Deschutes County

On Aug 13, 2021, at 3:43 PM, Grace Evans <Grace.Evans@deschutes.org> wrote:

<image001.gif>
Hi Amy,

The attached draft is for **Ensworth Elementary SBHC**. This is a renewal. The main change is we've decided to write a two-year contract instead of a one-year to align with OHA agreement.

Do you approve this contract for legal sufficiency?

<image002.png>

<Ensworth Elementary School - SBHC - Doc No. 2021-602 - REDLINE DRAFT.docx>



APPROVAL MEMO

REFERENCE: Contract No. 2021-602

Director/Deputy Director:

I confirm that I've read this document in its entirety, that we can accept/accomplish the Statement of Work and that signing this document is recommended. The Document Summary has been reviewed and approved. This is my consent for document signature.

Sincerely,

Signature: Tom Kuhn
Tom Kuhn (Aug 18, 2021 15:42 PDT)

Email: thomas.kuhn@deschutes.org

Title: Manager

Company: Deschutes County

Administrative Notice of Execution:

Signature:

Email: grace.evans@deschutes.org

Title:

Company:



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 6, 2021

SUBJECT: Acceptance of Hazard Mitigation Grant from OEM / FEMA

RECOMMENDED MOTION:

Move approval of Board signature of document number 2021-789, a grant agreement with the Oregon Office of Emergency Management.

BACKGROUND AND POLICY IMPLICATIONS:

Following the 2017 Milli Fire near Sisters Deschutes County became eligible to apply for FEMA's Hazard Mitigation Grant Program. The Board of County Commissioners approved the grant application in December 2018. FEMA obligated funds for this project on July 13, 2021 and OEM provided the grant agreement on September 23, 2021. This grant includes fuel reduction in the greater Redmond area including Deschutes County owned land east of Redmond and lands within the Ridge at Eagle Crest and Odin Falls Ranch west of Redmond.

BUDGET IMPACTS:

This grant agreement includes \$498,750 in federal funding for contracted fuel reduction. A 25% non-federal cash match of \$166,250 is required.

ATTENDANCE:

Ed Keith, County Forester

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
Hazard Mitigation Grant Program (HMGP)
CFDA # 97.039
Deschutes County
Deschutes County Fuels Reduction Project
Not to Exceed \$498,750.00
Grant No: HMGP-PF-FM-5195-13-R-OR**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and the **Deschutes County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs (as defined in Section 6.a.) incurred beginning on **July 13, 2021** and shall terminate upon completion and approval of the Project (as defined in Section 4) by federal and state officials, including the completion of close-out and audit (the “Project Completion Date”). This period shall be known as the Grant Award Period. The Project shall be completed no later than **January 29, 2023**, (the “Expiration Date”), unless otherwise extended as provided in this Agreement. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **FEMA Project Description and Budget**
- Exhibit B: **Federal Department of Homeland Security Standard Terms & Conditions**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.332(a)**
- Exhibit E: **FEMA Award Letter**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit D.

3. Project Cost, Grant Funds. The total estimated cost of the Project for the purpose of this Agreement is **\$665,000.00**. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed 75 percent of the Project Costs or **\$498,750.00**, whichever is less, in Grant Funds for Project Costs described in Section 6 hereof. Grant Funds for this Program are provided by the Federal Emergency Management Agency (“FEMA”) and are administered by OEM. Subrecipient will commit a percentage of the Project Costs to the project, known as the non-Federal match. The non-Federal match can be cash, in-kind, or a combination of both. For this Agreement, the non-Federal match shall be 25 percent of the Project Costs, up to **\$166,250.00**, which shall be contributed by Subrecipient. Subrecipient shall apply any savings, rebates and reductions in cost to reduce the overall cost of the Project. Subrecipient is responsible for any costs in excess of the total Project Cost.

4. Project. The Grant Funds shall be used solely for the project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Performance and Close-Out Reports.

- a. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones as laid out in the Project Scope of Work and Timeline.
- b. Performance reports are due to OEM on or before 15 days following the end of each calendar quarter (March 31, June 30, September 30, and December 31).
- c. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.
- d. Subrecipient shall submit a final close-out report to OEM for review which must include a financial performance report, construction reports (if applicable), invention disclosure (if applicable), Federally-owned property report (if applicable), and final request for reimbursement (if applicable).
- e. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues, may result in the suspension of grant payments, termination of this Agreement, or both.

6. Reimbursement Process.

- a. OEM shall reimburse Subrecipient’s actual, reasonable and necessary costs of developing the Project (the “Project Costs”) in an amount not to exceed the Grant Fund amount provided in Section 3. Project Costs do not include those costs that are excluded from reimbursement by either OEM or FEMA under this Agreement or as a result of a financial review or audit. Reimbursements shall be made by OEM within forty-five (45) days of OEM’s receipt and approval of a Request for Reimbursement of Funds form (the “RfR”) from Subrecipient. Subrecipient must pay its contractors, consultants and vendors before submitting RfRs to OEM for reimbursement.
- b. No later than the end of each calendar quarter (March 31, June 30, September 30, and December 31), Subrecipient shall submit an RfR to OEM for review and approval. Each RfR shall include the appropriate Hazard Mitigation Assistance Project Number, FEMA Project Number, FEMA FIPS Number and DUNS Number, as well as supporting invoices and other appropriate documentation evidencing the Project Costs for which reimbursement is sought, e.g., timesheets/work logs for labor hours and receipts and other proof of Subrecipient’s payment to vendors. RfRs must be based on actual expenses incurred and specify the percentage of Project completion. Subrecipient’s deadline to submit its final RfR is 30 days after the earlier of the Project Completion Date or the Expiration Date, whichever occurs first.
- c. OEM will withhold reimbursements for Project Costs if Subrecipient fails to submit performance reports by the specified deadlines or if the performance reports submitted are incomplete.

- d. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon, however, travel expenses must be a part of the approved budget for the project. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- e. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.
- f. **Conditions Precedent to Disbursement.** OEM’s obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient’s representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM an RfR in accordance with Section 6.b of this Agreement.
- g. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement (“Unexpended Funds”) must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM’s written demand and no later than 15 days after OEM’s written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

The Subrecipient shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subrecipient shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subrecipient obtains recovery from a responsible party, the Subrecipient shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subrecipient shall pay to OEM the proportionate Federal share, as defined in Exhibit E, of all project funds recovered in excess of costs of litigation.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. **Organization and Authority.** Subrecipient is a county and political subdivision of the State of Oregon duly organized under the laws of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur

and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. No Solicitation.** Subrecipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, subrecipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), FEMA, or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. SEFA.** Subrecipient must prepare a Schedule of Expenditures of Federal Awards (SEFA) that includes: Federal grantor name, pass-through entity name, program name, Federal catalog number, identifying number assigned by the pass-through entity and current year expenditures.
- c. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2

CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200 and to apprise itself of all rules and regulations set forth.

d. Audits.

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in Subrecipient’s fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F are unallowable under this Agreement. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).
 - i. Subrecipient shall provide to OEM copies of all Requests for Proposals (RFPs) or other solicitations for procurements anticipated to be for \$100,000 or more and shall provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RfR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent

information. Interagency agreements between units of government are excluded from this provision.

- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- v. In the event that Subrecipient subcontracts for engineering services, Subrecipient shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm’s contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subrecipient for the benefit of Subrecipient of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subrecipient immediately upon any change in insurance coverage or cancellation or lapse of the bond.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this Agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient’s property or equipment inventory system.
- ii. Subrecipient’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

For acquisition projects, Subrecipient shall retain real estate transaction and property tracking records indefinitely to enable FEMA to track the use of real property acquired with grant funds and ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80).

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall retain, and shall require its contractors to retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with this Agreement.

c. Subagreement indemnity; insurance.

- i. Subrecipient’s subagreement(s) shall require the other party to such subagreement(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient’s subagreement(s) from and against any and all Claims.
- ii. Any such indemnification shall also provide that neither Subrecipient’s contractor(s) nor any attorney engaged by Subrecipient’s contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively “State”), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient’s contractor is prohibited from defending State or that Subrecipient’s contractor is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient’s contractor if State elects to assume its own defense.

- iii. Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to complete the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient’s application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least thirty days’ notice to the other Party.
- d. Effect of Termination.** In the event of termination of this Agreement, each party shall be liable only for Project Costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subrecipient will return all Federal funds paid to Subrecipient for the Project which have not been expended or irrevocably committed to eligible activities.

11. General Provisions

- a. Indemnity.** To the degree permitted by the Oregon Constitution, Article XI, Section 7, and the Oregon Tort Claims Act, ORS 30.260 et seq., Subrecipient shall, as required by ORS 401.178(2),

indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subrecipient, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement. If legal limitations apply to the indemnification ability of Subrecipient, this indemnification shall be for the maximum amount of funds available for expenditure, including any available contingency funds, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds. If requested by OEM, Subrecipient shall purchase commercial insurance covering this indemnification.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b. If arbitration occurs, the Parties agree that the arbitrator cannot order any action or any award that would require Subrecipient to take action that is contrary to Oregon or federal law.
- c. Responsibility for Grant Funds.** Subrecipient shall assume sole liability for that Subrecipient’s breach of the conditions of this Agreement, and shall, upon Subrecipient’s breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to the persons identified in the signature blocks or to such other persons, addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and

sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

The Subrecipient will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. Headings.** The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.
- m. Severability.** If any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.
- n. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Deschutes County

Deschutes County Board of Commissioners:

Anthony DeBone, Chair

Date _____

Phil Chang, Vice Chair

Date _____

Patti Adair, Commissioner

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____

Date _____

Subrecipient Program Contact:

Ed Keith, Forester
Deschutes County Natural Resources Department
61150 SE 27th St.
Bend, OR 97701
541-322-7117
ed.keith@deschutes.org

Subrecipient Fiscal Contact:

Beth Raguine, Management Analyst
Deschutes County Road Department
61150 SE 27th St.
Bend, OR 97701
541-322-7119
beth.raguine@deschutes.org

Office of Emergency Management

Stanton Thomas
Deputy Director
Mitigation and Recovery Section
Oregon Office of Emergency Management

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Date _____

OEM Program Contact:

Stephen Richardson
Mitigation and Individual Assistance Section Manager
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
971-332-0005
stephen.j.richardson@mil.state.or.us

OEM Fiscal Contact:

Nicole Hanson
Grants Program Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3849
nicole.l.hanson@state.or.us

EXHIBIT A

Attached Budget and Project Description

Approved Budget for HMGP-PF-FM-5195-13-R-OR, Deschutes County Fuels Reduction Project					---->	SF-424A Cost Estimate Original		
Post-Award Costs						Do not data enter any Total Costs (auto-populates from table to the right)		
Item #	Item Description	Count	Unit Cost	Total Cost		Item	Total Cost	
6	Site work (fuels reduction)	1	\$665,000.00	\$665,000.00		1. Personnel	\$0.00	
				\$0.00		2. Fringe	\$0.00	
				\$0.00		3. Travel	\$0.00	
				\$0.00		4. Equipment	\$0.00	
				\$0.00		5. Supplies	\$0.00	
				\$0.00		6. Contractual	\$665,000.00	
				\$0.00		7. Construction	\$0.00	
				\$0.00		8. Other	\$0.00	
				\$0.00		Description of Proposal: This project will reduce hazardous fuels in the wildland urban interface in Deschutes County. While fire is a natural part of the ecosystem, accumulation of hazardous fuels in the proximity to structures can be reduced in a manner that will influence and reduce fire behavior such that, should a fire occur, it will burn at a lower intensity and will be easier to control by firefighters. This project will involve thinning trees (primarily western juniper and ponderosa pine, pruning trees, and mowing, mastication or cutting of brush such that vertical and horizontal fuel continuity is reduced, therefore reducing fire behavior. There are thousands of structures proximate to the proposed properties planned for treatment. For the benefit cost ratio, a conservative distance of one-half mile was used, although a fire in the area could move much further than that through direct spread or ember transport. With the application of a one-half mile buffer there are approximately 5,414 structures.		
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00				
				\$0.00				
Total Project Cost				\$665,000.00		Total Project Cost		\$665,000.00
				75% Amount	\$498,750.00			
Management Costs (are in addition to the above total project cost; they should NOT be included in the total project cost)								
Post-Award Management Costs								
Item Description	Count	Unit Cost	Total Cost					
			\$0.00					
			\$0.00					
			\$0.00					
			\$0.00					
			\$0.00					
			\$0.00					
			\$0.00					
Management Cost Total				\$0.00	Management Cost Total			\$0.00
Management Costs cannot exceed 5% of the total project cost which is					\$33,250.00			

EXHIBIT B

Federal Department of Homeland Security Standard Terms and Certifications

Subrecipient and any of its successors, transferees and assignees agree to comply with all applicable provisions governing Department of Homeland Security (DHS) access to record, accounts, documents, information, facilities, and staff members. In addition, recipients shall comply with the following provisions:

2021 DHS Standard Terms and Conditions

DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#). By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub.L No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or

be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. Copyright

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 ([41 U.S.C. §§ 8101-8106](#)).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, [Pub. L. 92-318 \(1972\)](#) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, [31 U.S.C. §§ 3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, [15 U.S.C. §2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-departmentsupported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, \(NEPA\) Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faithbased organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at [37 C.F.R. § 401.14](#).

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272 \(1965\)](#), (codified as amended by the Resource Conservation and Recovery Act, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, [Pub. L. 93-112 \(1973\)](#), (codified as amended at [29 U.S.C. § 794](#),) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L.110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient’s payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient’s part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. Administrative proceeding: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of

Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
- 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

a. Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).

b. Where and when to report.

- 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System \(FSRS\)](#).
- 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

c. What to report. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

2. Reporting Total Compensation of Recipient Executives.

a. Applicability and what to report. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—

- 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
- 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Federal Funding Accountability and Transparency Act (Transparency Act), as defined at 2 C.F.R. § 170.320 (and subawards);
 - and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)

3) Where and when to report. Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- a) As part of the recipient's registration profile at <https://www.sam.gov>.

b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

b. Where and when to report. Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.
- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions For purposes of this award term:

a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

b. Non-Federal Entity: means all the following, as defined in 2 C.F.R. Part 25:

- 1) A Governmental organization, which is a state, local government, or Indian tribe;
- 2) A foreign public entity;
- 3) A domestic or foreign nonprofit organization;
- 4) A domestic or foreign for-profit organization;

c. Executive: means officers, managing partners, or any other employees in management positions.

d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).

- 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- e. Subrecipient: means a non-federal entity or federal agency that:
- 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- f. Total compensation: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):
- 1) Salary and bonus.
 - 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) Above-market earnings on deferred compensation which is not tax-qualified.
 - 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.
 - a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#),

“OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.

b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:

- 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g), and
- 2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

a. Employee: means either:

- 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. Forced labor: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. Private entity: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
- 2) A for-profit organization.

d. Severe forms of trafficking in persons, commercial sex act, and coercion are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide

financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

2. Definitions

For purposes of this term:

- a. System for Award Management (SAM): means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. Unique Entity Identifier: means the identifier assigned by SAM to uniquely identify business entities.
- c. Entity: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - 1) A foreign organization;
 - 2) A foreign public entity;
 - 3) A domestic for-profit organization; and
 - 4) A federal agency.
- d. Subaward: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients’ procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. Subrecipient means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require its first tier contractor(s) (Contractor) that are not units of Subrecipient as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Subrecipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 OEM. Subrecipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the Subcontracts permitting it to 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 Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to OEM. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ADDITIONAL INSURED:

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor’s activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against OEM or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OEM has received a waiver of subrogation endorsement from the Contractor or the Contractor’s insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor’s completion and Subrecipient’s acceptance of all Services required under this Subcontract, or, (ii) Subrecipient’s or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subrecipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any goods and performing any services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OEM has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days’ written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OEM under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OEM.

STATE ACCEPTANCE:

All insurance providers are subject to OEM acceptance. If requested by OEM, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D
Information required by 2 CFR 200.332(a)(1)

- 1. Federal Award Identification: HMGP-PF-FM-5195-13-R-OR
 - (i) Subrecipient name (which must match registered name in DUNS): Deschutes County
 - (ii) Subrecipient's DUNS number: 308051477
 - (iii) Federal Award Identification Number (FAIN): HMGP-PF-FM-5195-13-R-OR
 - (iv) Federal Award Date: July 13, 2021
 - (v) Subaward Period of Performance: January 29, 2023
 - (vi) Subaward budget period start and end dates: July 13, 2021 through January 29, 2023
 - (vii) Total Amount of Federal Funds Obligated by this Agreement: \$498,750.00
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$2,266,327.90
 - (ix) Total Amount of Federal Award Committed to the subrecipient by the pass-through entity: \$498,750.00
 - (x) Federal award project description: Deschutes County Fuels Reduction Project
 - (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, P.O. Box 14370, Salem, OR 97309-5062
 - (xii) Assistance listings number, title and amount: 97.039 Hazard Mitigation Assistance Grant (HMGP)
Total Project Amount: \$665,000.00
 - (xiii) Is Award R&D? No
 - (xiv)
 - (a) Indirect cost rate for the Federal award: 9.5%
 - (b) Is the de minimus rate being used per §200.414? No

EXHIBIT E - FEMA Award Letter

U.S. Department of Homeland Security
FEMA Region 10
130 – 228th Street, SW
Bothell, Washington 98021-8627



FEMA

July 16, 2021

Andrew Phelps, Director
Office of Emergency Management
P.O. Box 14370
Salem, Oregon 97309-5062

RE: Hazard Mitigation Grant Program-Post Fire
FM-5195-OR
Approval of 5195-13-R Deschutes County Fuels Reduction

Dear Mr. Phelps,

The United States Department of Homeland Security’s Federal Emergency Management Agency Region 10 has approved and obligated funding for Deschutes County Fuels Reduction project submitted under Hazard Mitigation Grant Program-Post Fire for FM-5195-OR. Pursuant to FEMA’s Strategic Funds Management policy, the current award is only for the proposed project. This project proposes to create defensible space and reduce fuels in the Deschutes County area.

Total Project Cost:	Federal share (75%):	Non-Federal Share (25%):
\$665,000	\$498,750	\$166,250

FEMA approved the project and obligated funds on July 13, 2021; obligation paperwork is enclosed. On January 29, 2023, the Period of Performance for FM-5195-OR ends. Please note that FEMA does not specify a sub-award Period of Performance. Once Deschutes County notifies the state that a project is complete and performs the Final Site Inspection, the state must submit closeout documentation to Region 10 within 90 days. Please note this project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.

The Region approved an Extraordinary Circumstances Exception for this project as of July 12, 2021, for 1 year from the date of project approval. Deschutes County did not have an approved Hazard Mitigation Plan at time of project submittal or project approval. Pursuant to this exception, the County is required to have a FEMA approved hazard mitigation plan by July 12, 2022, which is within 12-months of the project obligation for funding. Please note that failure to receive plan approval within this timeframe may result in grant termination and non-reimbursement of any costs incurred after notice of said termination.

FEMA reviewed this project per the National Environmental Policy Act, related laws, and Executive Orders on November 11, 2016. A copy of the Finding of No Significant Impact and Record Environmental Consideration are enclosed.

www.fema.gov

Mr. Phelps
July 16, 2021
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Project approval is subject to compliance with the following sets of conditions attached to or enclosed with this letter:

- Environmental conditions pertinent to this project. In addition to the Standard Conditions listed in the Finding of No Significant Impact, several additional conditions have been listed in Attachment A. To avoid loss or recoupement of funding, adherence to these conditions must be documented and submitted at closeout.
- Per the 2015 Hazard Mitigation Assistance Guidance Addendum, an Operations and Maintenance Plan must be provided to FEMA Region 10 prior to closeout.
- Standard Hazard Mitigation Grant Program administrative provisions

For further assistance, please contact the Region 10 Hazard Mitigation Assistance Branch at fema-r10-hma@fema.dhs.gov.

Sincerely,

JONATHAN G OLDS

Digitally signed by JONATHAN G OLDS
Date: 2021.07.16 09:59:57 -07'00'

Jonathan Olds
Lead Hazard Mitigation Assistance Specialist

Enclosures

cc: Amie Bashant, State Hazard Mitigation Officer

DM:vl

Mr. Phelps
 July 16, 2021
 Page 3

*Standard Administrative Provisions for Hazard Mitigation Grant Program (HMGP)
 FEMA Region 10 – updated July 27, 2016*

- The recipient agrees that all use of funds under this subaward will be in accordance with the *Hazard Mitigation Assistance Unified Guidance* in effect at the time of the Disaster Declaration, relevant HMGP guidance and policy memos and directives, as well as the HMGP regulations in Code of Federal Regulations (CFR) Title 44 Part 206.
- The recipient may receive payment in advance using the Department of Health and Human Services Payment Management System formerly known as SmartLink. The recipient may advance portions of the approved Federal share to the subrecipient provided the recipients maintain procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement to the subrecipient. Subrecipients must comply with the same payment requirement as the recipient and must comply with the requirements specified in the recipient's subaward agreement.
- The recipient shall follow regulations found in 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA/State/Tribe Agreement in effect for the subject Disaster Declaration.
- The Federal Funding Accountability and Transparency Act of 2006 (2 CFR § 170) requires recipients to report certain information about themselves and their first-tier subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010.
- The recipient must obtain prior approval from Region 10 before implementing changes to the approved project Scope of Work. FEMA must approve, in advance, a change in the Scope of Work regardless of the budget implications. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget. The recipient must fully document cost overrun requests; the project must remain cost-effective, and funds must be available within the HMGP ceiling for said disaster.
- The recipient must notify their assigned Regional Hazard Mitigation Assistance Specialist as soon as significant developments become known, such as delays or adverse conditions, that might raise costs or delay completion, or favorable conditions allowing earlier completion or substantially lower cost (for reallocation of funding).
- The recipient shall submit the Federal Financial Report (SF-425) to Region 10 Grant Programs Division within 30 days of the end of the first Federal quarter following the Award Letter. The recipient shall submit quarterly Federal Financial Reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. The recipient must submit a report for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs withholdings may occur if these reports are delinquent.
- The recipient shall submit Quarterly Performance Reports in Excel format to the Regional HMA Specialist within 30 days of the end of each quarter. The Recipient shall submit Quarterly Period of Performance Reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and

Mr. Phelps
 July 16, 2021
 Page 4

October 30. QPRs shall report the name, completion status, quarterly expenditures, and payment-to-date of each approved activity/subaward award under the Grant Award.

- Unless otherwise approved by Region 10, the recipient must submit a closeout package with all financial, performance, and other reports and required documentation within 180 days after subrecipient's notice of completion of the project, or expiration or termination of the project/subgrant. The recipient must submit closeout documentation within the quarter following payment of the final reimbursement to the subrecipient.
- For closeout of this project, the Governor's Authorized Representative or Tribal Authorized Representative shall send a letter of request to the Region 10 Mitigation Division Director, to close the project programmatically and financially. The letter will include the following:
 1. the date work on the project was fully completed, or for planning subawards, the date and copy of FEMA approval of the new or updated plan;
 2. the date and a copy of the recipient's final site inspection for the project;
 3. the final total project cost and Federal share, any cost underrun, or overrun, including a Final Cost Line Item budget, to enable any closeout deobligation or obligation of additional funds in NEMIS;
 4. certification that reported costs were incurred in the performance of eligible work, and that the approved work was completed, or if not, an explanation as to the final status of the project and why the project was not completed;
 5. confirmation that the mitigation measure is in compliance with the provisions of the FEMA/State/Tribe Agreement and this approval letter;
 6. a memo from the subrecipient addressing how each required environmental and special programmatic condition was met (including attachment of any required documentation);
 7. submittal of all required documentation relative to the specific project type, e.g. acquisition/demolition, or elevation, including all necessary data to close the project in the Property Site Inventory in FEMA's Hazard Mitigation Assistance grant systems,
- By acceptance of this subaward the recipient and subrecipient agree to abide by all laws and regulations required under the HMGP as outlined in 44 CFR 206.432 –440, 44 CFR 80, 44 CFR 201, the Grants Management requirements contained in 44 CFR 13 and/or 2 CFR 200, and all applicable Federal, State, Tribal, or Local laws.

Mr. Phelps
July 16, 2021
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Project-Specific Programmatic Conditions of Approval

Environmental Conditions of Approval: July 11, 2021

Project: 5195-13-R, Deschutes County Fuels Reduction

- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- Sub-recipient is responsible for complying with Required Conditions Resulting from Environmental Review identified in the Environmental Report attached to this award package.
- Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act and other laws and Executive Orders.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and Federal Emergency Management Agency.
- Sub-recipient is responsible for determining the presence of hazardous materials prior to retrofit work. This may include, but not limited to, asbestos and lead-based paint. Sub-recipient shall identify, handle, transport, and dispose of hazardous materials and/or toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies, including competing required noticing.

07/09/2021
9:24 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-EV-01

Environmental Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
5195	13-R	0	13	OR	Statewide

Subrecipient: Deschutes (County)

FIPS Code: 017-99017

Project Title : 2019 Deschutes County Fuels Treatment

FEMA Laws/EOs

Laws/EOs	Status
Coastal Barriers Resources Act (CBRA)	Not Applicable
Clean Water Act (CWA)	Not Applicable
Coastal Zone Management Act (CZMA)	Not Applicable
Endangered Species Act (ESA)	Completed
Comment: There are no ESA listed species or designated critical habitat present in the action areas, thus no effects are anticipated. See EA for details.-SKILNER-07/08/2021 18:17 GMT-SKILNER-07/09/2021 15:02 GMT	
Fish and Wildlife Coordination Act (FWCA)	Not Applicable
National Historic Preservation Act (NHPA)	Completed
Comment: During October and November 2020, cultural resources field survey was completed for the three project areas and consultation initiated with the SHPO and Tribes in December 2020. See EA for details.-SKILNER-07/09/2021 14:43 GMT Based on the evaluation, consultations, and impact minimization measures, no adverse effects on historic properties are anticipated.-SKILNER-07/09/2021 14:58 GMT	
Wild and Scenic Rivers Act (WSRA)	Completed
Comment: Several segments of the Deschutes River are designated as a National Wild and Scenic River and a State Scenic waterway, including the 19-mile segment from Odin Falls to the upper end of Lake Billy Chinook. The Odin Falls project area is adjacent to this segment and portions of the proposed treatment area fall within the management zone of the river. Review was completed with the Bureau of Land Management in December 2020, which concluded proposed treatment work would not affect the values for which this reach is designated. See EA for details.-SKILNER-07/09/2021 14:54 GMT	
Clean Air Act (CAA)	Completed
Comment: Some pile burning at the Eagle Crest West Ridge treatment area is planned, which would be conducted in compliance with state and local regulations. See EA and FONS for details.-SKILNER-07/08/2021 18:22 GMT	
Migratory Birds Treaty Act (MBTA)	Completed
Comment: All native birds are protected by the MBTA and existing habitat in the project areas have the potential to support a variety of native and migratory bird species. Vegetation clearing associated with hazardous fuels reduction could affect migratory birds if work were to occur during the nesting season, generally between March and July. See EA for details.-SKILNER-07/09/2021 15:02 GMT	
E.O. 11988: Floodplains	Completed
Comment: Based on Flood Insurance Rate Maps, none of the treatment areas fall within the floodplain, see EA for details.-SKILNER-07/09/2021 14:47 GMT	
E.O. 11990: Wetlands	Completed
Comment: According to USFWS's National Wetland Inventory no wetlands are present or potentially affected in the three project areas, see EA for details.-SKILNER-07/09/2021 14:49 GMT	

07/09/2021
9:24 AM

**FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM**

HMGP-EW-01

Environmental Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
5195	13-R	0	13	OR	Statewide

Subrecipient: Deschutes (County)

FIPS Code: 017-99017

Project Title : 2019 Deschutes County Fuels Treatment

FEMA Laws/EOs

Laws/EOs	Status
E.O. 12898: Environmental Justice for Low Income and Minority Populations	Completed

Required Conditions Resulting from Environmental Review

Law	Entered By	Monitoring Required	Monitoring Completed Date	Monitoring Completed By
CAA Conditions Required (4000)	Science A. Kilner	<input type="checkbox"/>	00/00/0000	
See attached FONSI for air quality related conditions.				
MBTA Conditions Required (4000)	Science A. Kilner	<input type="checkbox"/>	00/00/0000	
See attached FONSI.				
NHPA Conditions Required (4000)	Science A. Kilner	<input type="checkbox"/>	00/00/0000	
See attached FONSI for avoidance and minimization measures related to historic properties.				
WSRA Conditions Required (4000)	Science A. Kilner	<input type="checkbox"/>	00/00/0000	
See attached FONSI.				

FEMA NEPA Process

FEMA Status

Environmental Assessment - Completed

Draft EA Date: 12/09/2020
Final Public Notice
Publication Date: 12/20/2020
(Initiating Public Comment of EA)

Final EA Date: 07/09/2021
Finding of No Significant
Impact (FONSI): 07/09/2021

07/09/2021
9:24 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-EV-01

Environmental Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
5195	13-R	0	13	OR	Statewide

Subrecipient: Deschutes (County)

FIPS Code: 017-99017

Project Title : 2019 Deschutes County Fuels Treatment

Entered By	Monitoring Required	Date	Monitoring Completed By
Science A, K Iner	<input type="checkbox"/>	00/00/0000	

Conditions Required (4000) See attached FONSI for permitting, project conditions, avoidance and mitigation measures to be adhered to during project implementation. Documentation of compliance will be required as part of the grant's implementation and closeout, failure to adhere to the Scope of Work

Standard Conditions

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Comment:

SCOPE OF WORK. Deschutes County OR proposes to reduce hazardous fuels in three wildland urban interface treatment areas: (1) up to 975 acres of county-owned land approximately one mile east of the City of Redmond (Deschutes County Parcel, latitude 44.2843/longitude -121.139); (2) 132 acres of Homeowners Association (HOA) common area and 13 acres in high terrain adjacent to Bureau of Land Management property in the West Ridge at Eagle Crest residential development, and 193 acres of HOA common area and golf course-adjacent land in the East Ridge at Eagle Crest residential development (Eagle Crest, general latitude 22.2687/longitude -121.288); and (3) 289 acres consisting of private land and 14 acres of HOA common lands in the Odin Falls residential development (Odin Falls, general latitude 44.3777/longitude -121.268). An Environmental Assessment (EA) [Dec 2020] was completed for the project which resulted in issuance of a Finding of No Significant Impacts (FONSI) [attached]. The EA Proposed Action includes a detailed description of the scope of work and treatment methodologies.-SK|LNER-07/09/2021 14:21 GMT

U.S. Department of Homeland Security
FEMA Region 10
130 228th Street, SW
Bothell, WA 98021-8627



FEMA

FINDING OF NO SIGNIFICANT IMPACT
Deschutes County Hazardous Fuels Reduction Project
Deschutes County, Oregon
FM-5195-13-DR-OR-HMGP

Deschutes County applied to the Federal Emergency Management Agency (FEMA) through the Oregon Office of Emergency Management (OEM) for a grant under FEMA’s Hazard Mitigation Grant Program (HMGP) for a wildfire fuels reduction mitigation project. The HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended, 42 U.S. Code § 5121-5207) and funds for this project were made available following 2017 and 2018 wildfires in Oregon that received FEMA Fire Management Assistance Grants.

The purpose of the proposed project is to protect life, reduce the likelihood of fire damage to property, and augment completed and ongoing defensible space work in the target communities. The project will reduce hazardous fuels in three wildland urban interface treatment areas: (1) up to 975 acres of county-owned land approximately one mile east of the City of Redmond (Deschutes County Parcel); (2) 132 acres of homeowners association (HOA) common area and 13 acres in high terrain adjacent to Bureau of Land Management property in the West Ridge at Eagle Crest residential development, and 193 acres of HOA common area and golf course-adjacent land in the East Ridge at Eagle Crest residential development (Eagle Crest); and (3) 289 acres consisting of private land and 14 acres of HOA common lands in the Odin Falls residential development (Odin Falls).

The project would include thinning and pruning trees and reducing brush and other ground and ladder fuels. Treatments include the following which would be documented on each property treated:

- Removal of understory vegetation, including trees less than 12 inches diameter breast height (DBH), primarily western juniper and Ponderosa pine. Smaller trees would be removed first, thinning each stand from below, to achieve a maximum spacing of 18 feet between crowns to limit crown-to-crown fire spread.
- Larger trees, equal to or greater than 12 inches DBH that do not pose a safety issue or have an insect or disease infestation would be retained. Retained trees would be pruned to a maximum height of 8 feet, with limbing heights varying from 4 to 8 feet above the ground.
- Flammable brush (bitterbrush, sagebrush, rabbitbrush) would be cut to a height of approximately 4 inches.
- Vegetation that is cut would either be chipped, masticated, or piled and burned. Pile burning would be limited to the 13 acres in high terrain at the West Ridge at Eagle Crest treatment area. Slash piles will measure no more than 7 by 7 by 6 feet with a maximum limit of 30 piles per acre.

Finding of No Significant Impact
Deschutes County Hazardous Fuels Reduction Project
Page 2 of 5

- Vegetation would be cut with chainsaws to fell or trim trees, chippers to chip cut materials, and pickups and wheeled skid steers with associated tools, such as mowers, masticators, and buckets. When a masticator is used, debris would be dispersed around the grinding location and left in place. Debris that is not masticated on-site would be carried out of the treatment areas and placed in trucks to be taken off-site for chipping and processing (with the exception of some burn piles at the Eagle Crest treatment area).
- To minimize potential ground disturbance on the Deschutes County Parcel, equipment use would be limited to when the ground is either frozen or snow covered, and vehicles would be limited to existing access roads. No tracked equipment would be used, and debris would not be dragged across the surface.

Follow-up maintenance is not part of the proposed federal grant funding; however, it is a requirement of the grant award. The County would provide a maintenance agreement for its parcel and secure agreements from the Ridge at Eagle Crest Owners Association, the Odin Falls Homeowners Association and participating property owners; who would each be responsible for the associated costs and provision of any needed annual maintenance. Maintenance may include removal of shrubs, removing dead material, and limbing trees.

FINDINGS

FEMA prepared an EA pursuant to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321–4347 (2000), as implemented by the regulations promulgated by the President’s Council on Environmental Quality (CEQ) (40 Code of Federal Regulations [C.F.R.] 30 §§ 1500–1508) and in accordance with FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements* and Department of Homeland Security (DHS) Instruction Manual 023-01-001-01, *Implementation of the National Environmental Policy Act*. The EA analyzed the potential individual and cumulative environmental impacts from implementation of the proposed action and a no action alternative. Other alternative methods to reduce wildfire risks were considered but not carried forward and are described in the EA.

The following resources will not be affected by the proposed action either because they do not exist in the project area or the alternatives would have no effect on the resources: geology, topography, sole source aquifers, coastal resources, floodplains, wetlands, threatened and endangered species, environmental justice populations, land use and zoning, or utilities. There would be no significant adverse impact on several resources that are present in the project areas including farmland soils, wild and scenic rivers, cultural resources, and public health.

During implementation of the proposed action, negligible to minor impacts on soils, visual quality and aesthetics, air quality and climate, surface waters and water quality, vegetation, fish and wildlife, noise, and transportation are anticipated. There will also be a negligible to minor short-term threat of soil and water contamination from equipment use. With implementation of conditions to avoid, minimize, and mitigate impacts as listed in Attachment A, none of these potential impacts will be significant. In the long-term, the proposed action will have beneficial effects on several resources from the reduced risk of

Finding of No Significant Impact
Deschutes County Hazardous Fuels Reduction Project
Page 3 of 5

wildfire spread and associated damages. FEMA coordinated with the Bureau of Land Management, Oregon State Historic Preservation Office (SHPO), and federally recognized Tribes with interests in the area to identify potentially affected resources and appropriate measures to avoid and minimize potential impacts.

The draft EA was made available to interested parties and the public for a comment period from December 20, 2020 through February 5, 2021. No comments were received; therefore, the draft EA is assumed to be final and no changes will be made to the EA.

CONCLUSION

Based upon information contained in the HMGP grant application, the EA, and Attachment A of this Finding of No Significant Impact (FONSI), and in accordance with FEMA's Directive 108-1-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*; Executive Orders (EOs) addressing floodplains (EO 11988), wetlands (EO 11990), and environmental justice (EO 12898); the DHS Instruction Manual 023-1-1; and the CEQ regulations in Title 40 Code of Federal Regulations, Chapter V for implementing NEPA; FEMA has determined that the proposed action will not have significant impacts on the quality of the natural and human environment. As a result of this FONSI, an environmental impact statement will not be prepared and the project, as described in the grant application, the EA, and the conditions in Attachment A, may proceed.

EHP APPROVAL

**SCIENCE
A KILNER** Digitally signed by
SCIENCE A KILNER
Date: 2021.07.09
14:07:14 -07'00'

Science Kilner
Regional Environmental Officer
FEMA Region 10

Date

EHP ENDORSEMENT

**JACKIE D
PRITCHETT JR** Digitally signed by JACKIE
D PRITCHETT JR
Date: 2021.07.10 08:09:28
-07'00'

Jackie Pritchett Jr.
Hazard Mitigation Assistance Branch Chief
FEMA Region 10

Date

Attachment A

PERMITTING, PROJECT CONDITIONS, AND MITIGATION MEASURES

Deschutes County shall implement the proposed action and comply with the following project conditions and mitigation measures. These will be documented on each treated property, including delineation avoidance/minimization areas:

- Any necessary local, state, or federal permits and notifications needed to conduct the proposed work, including pile burning will be obtained prior to commencing the work.
- To avoid and minimize potential harm to Endangered Species Act-listed species and habitat, fish and wildlife, surface waters and water quality, portions of the Deschutes wild and scenic river, and the areas' visual quality and aesthetics, work would not be conducted within 100 feet of the water.
- The County will implement the following measures and best management practices (BMPs) pertaining to any short-term impact on soils:
 - No tracked vehicles would be used, and debris would not be dragged across the surface but rather moved by hand or with small, wheeled vehicles.
 - Root balls would not be disturbed during project implementation and some shrubs and trees would be retained.
 - In locations where slopes are greater than 20 percent, equipment would be limited to chainsaws and hand tools.
 - Any ground disturbed by mechanical equipment would be covered with chipped material or native grass seed.
- The following measures would be implemented to minimize impacts from burning at the Eagle Crest treatment area:
 - Slash piles would measure no more than 7 by 7 by 6 feet with a maximum limit of 30 piles per acre.
 - Burn piles would be positioned to avoid harming any retained trees.
 - Pile burning would be conducted in compliance with state and local regulations and would only occur when conditions are wet or rainy with little to no wind, during daylight hours, and when air quality conditions permit.
 - Clearing and burning activities would be conducted outside of the fire season (June to October), and restricted to dates allowed by Redmond Fire and Rescue. Prior to burning, the County would check with Redmond Fire and Rescue on burning restrictions.
 - The Redmond Fire and Rescue will be contacted immediately if any burning activities escape the project area.
- If vegetation removal during the migratory bird nesting season (March 15 to July 31) cannot be avoided, work will be subject to the prohibitions of the Migratory Bird Treaty Act (MBTA) and the County would be responsible for determining if active nests are present prior to clearing a property and obtaining and complying with any necessary permits from the U.S. Fish and Wildlife Service (USFWS).

Finding of No Significant Impact
 Deschutes County Hazardous Fuels Reduction Project
 Page 5 of 5

- The County will implement the following practices to avoid or minimize any adverse effects on historic properties in Odin Falls and the County Parcel:
 - Hazardous fuels work will be conducted with ground crews and only rubber wheeled machinery; no tracked vehicles will be used.
 - Debris will not be dragged across the surface but rather moved by hand or with small, wheeled vehicles.
 - Work in the County Parcel treatment area involving rubber wheeled machinery will be conducted during the months of December through February when the ground is frozen or snow covered.
 - Any vegetative debris that requires removal may be hand carried or transported on small, wheeled machinery to dumpsters placed on dirt roads or improved surfaces and disposed of offsite.
 - All activities in the County Parcel treatment area involving rubber wheeled machinery shall cease if the temperature exceeds 50 degrees and/or if the ground thaws. Work cannot proceed if the ground surface is not frozen or is muddy.
 - The two precontact archaeological sites (20-45E-2 in Odin Falls and 20-45E-22-1 in the County Parcel) will have a 20-meter buffer placed around the site boundary, and while work can occur within the buffered site boundary, this work will be done by hand, without mechanical equipment of any type. Surface disturbance within these buffered site areas will be avoided; vegetation can be cut but not pulled out by the roots, and raking is not to occur.
- In the event that any archeological resources are discovered during project implementation, work would immediately cease, the area would be secured, and the County would notify the SHPO and FEMA for further evaluation.
- The County will adhere to the following measures to mitigate reduce or avoid the negligible hazardous materials contamination threat from vehicle and equipment use:
 - Equipment would be kept in good condition.
 - Any spills or leaks from equipment would be contained and cleaned up immediately.
 - All equipment and project activities would adhere to local regulations to reduce the risk of hazardous leaks and spills
- The County will adhere to the following measures to mitigate impacts from noise:
 - Noise-producing equipment use would occur during less-sensitive, waking hours (7 a.m. to 10 p.m.).
 - Vehicles and equipment running times would be kept to the minimum extent possible.

7/13/2021
10:30 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
5195	13-R	0	13	1	15	OR	Statewide

Subrecipient: Deschutes (County)
Subrecipient FIPS Code: 017-99017

Project Title : 2019 Deschutes County Fuels Treatment

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$498,750.00	\$498,750.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$498,750.00	\$0.00	\$498,750.00	07/13/2021	Accept	2021

Comments

Date: 07/13/2021 User Id: DMEADOR2

Comment: 5195-13-R Deschutes county Wildfire Mitigation Project \$498,750

Authorization

Preparer Name: DEBERA MEADOR

Preparation Date: 07/13/2021

HMO Authorization Name: JONATHAN OLDS

HMO Authorization Date: 07/13/2021



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 6, 2021

SUBJECT: 2021 Revision to the Greater Bend Community Wildfire Protection Plan

RECOMMENDED MOTION:

Move approval of Board signature of document 2021-805, the Greater Bend Community Wildfire Protection Plan, 2021 update.

BACKGROUND AND POLICY IMPLICATIONS:

Each of Deschutes County's seven Community Wildfire Protection Plans (CWPPs) is revised every 5 years on a rotating basis. The Greater Bend CWPP has been revised with the process beginning in the spring of 2021 and concluding at the end of the summer. Consistent with the Health Forests Restoration Act the local government(s), local structural fire department(s) and the State Forestry Agency sign the plan to acknowledge the update. Keeping the plan up to date is important so that the plan maintains relevancy for the federal land management agencies (USFS and BLM) for planning fuel reduction next to communities as well as being a common required element to request funding for state and local governments. CWPPs also describe how the community can reduce structural vulnerability to wildland fire and each plan contains an updated risk assessment based on best available data.

BUDGET IMPACTS:

None

ATTENDANCE:

Boone Zimmerlee, Fire Adapted Communities Coordinator; Ed Keith, County Forester



Greater Bend CWPP

2021 Update

CWPP Version 4

Total Plan Acres

232,675

Wildfires (2008 - 2019)

Acres burned: 7,705

Number of Fires: 627

Human Caused: 82%

Lightning Caused: 18%

Ownership

Private: 51%

USFS: 38%

BLM: 9%

Other Public: 2%

Vegetation Types

Conifer: 44%

Shrubs: 25%

Developed: 12%

Agricultural: 8%

Non-native grass: 4%

Other: 7%

Overall Risk

Very High: 12%

High: 10%

Moderate: 12%

Low: 5%

Resource Benefit: 29%

No data: 32%

Plan Overview

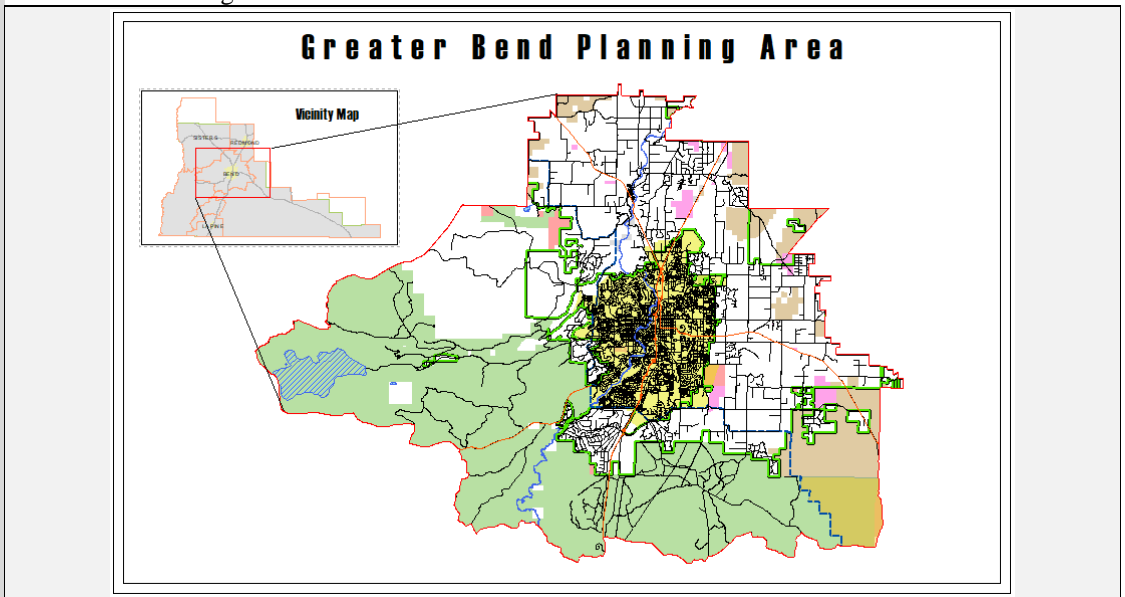
Beginning in the early 2000's, Project Wildfire partnered with local communities to develop seven Community Wildfire Protection Plans (CWPPs). The plans were collaboratively designed by community members, elected officials, local government representatives, fire resources from local, state and federal agencies, and other interested individuals. Project Wildfire acts as the caretaker of the seven Deschutes County CWPPs and facilitates the collaborative revision of each plan on a 5-year cycle.

Since its creation in 2006, the Greater Bend CWPP has been revised three times (2011, 2016, 2021) by a local steering committee with the intention of decreasing the risks of high-intensity wildfire in the Greater Bend Area.

The 2021 Greater Bend CWPP will assist agencies and local property owners in the identification and prioritization of wildfire risk on all ownerships. The Greater Bend CWPP identifies priorities and strategies for reducing hazardous wildland fuels while improving forest health, reducing structural vulnerability, and improving fire protection capabilities.

The purpose of the Greater Bend CWPP is to:

- Protect lives and property from the negative impacts of wildland fire;
- Instill a sense of responsibility among residents, visitors, conservation groups and federal, state and local agencies to take preventive actions regarding wildland fire;
- Provide guidance to federal agencies for implementing fuels reduction treatments;
- Prioritize the use of limited funds for the treatment of hazardous fuels;
- Grow and sustain fire-adapted community efforts;
- Increase public understanding of living in a fire-adapted ecosystem;
- Increase the community's ability to prepare for, respond to and recover from wildland fires;
- Restore fire-adapted ecosystems;
- Improve the fire resilience of the landscape while protecting other social, economic and ecological values.



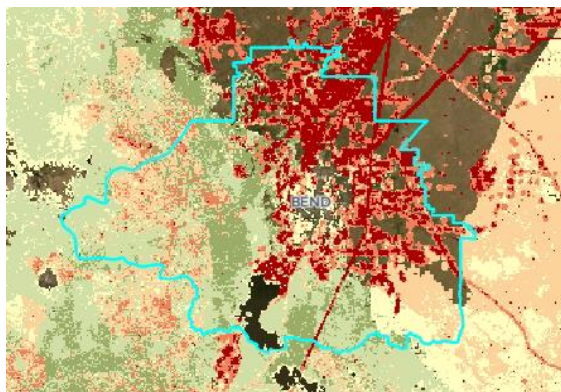
Planning Area Description

The Greater Bend CWPP is multi-jurisdictional and addresses all lands and ownerships within the boundaries of the plan area. The CWPP defines the wildland urban interface (WUI) as any developed area where conditions affecting the combustibility of both wildland and built fuels allow for the ignition and spread of wildfire. For the purposes of this plan, the area considered WUI and the CWPP planning area are coincident. The Greater Bend CWPP boundary is approximately 364 square miles or 232,675 acres.

Wildland Fire Risk Assessment

The CWPP uses the Oregon Wildfire Risk Explorer tool that was created in partnership with the Oregon Department of Forestry and the Institute for Natural Resources at Oregon State University to undertake a wildland fire risk assessment to gauge the relative risk and hazard due to wildland fire for the lands and communities within the planning area. This tool is intended to direct the implementation of wildfire mitigation activities to the highest priority areas and promote cross-boundary coordination.

Overall wildfire risk is shown in the map below. Overall risk combines both the likelihood of a wildfire and the expected impacts of a wildfire on highly valued resources and assets. Overall wildfire risk also reflects the susceptibility of resources and assets to wildfire of different intensities, and the likelihood of those intensities. The data values in the overall wildfire risk map and chart reflect a range of impacts from a very high negative value, where wildfire is detrimental to one or more resources or assets, to positive, where wildfire has an overall benefit (e.g., forest health or wildlife habitat). Overall risk will be used to inform and prioritize mitigation work within the CWPP area.



	Very High	Wildfire risk is very highly negative (top 5% of values).
	High	Wildfire risk is highly negative (80th to 95th percentile).
	Moderate	Wildfire risk is moderately negative (50th to 80th percentile).
	Low	Wildfire risk is slightly negative (29th to 50th percentile).
	Low Benefit	Wildfire is slightly beneficial (14.5 to 29th percentile).
	Benefit	Wildfire is beneficial overall (0-14.5th percentile).
	Non-burnable	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable (urban, agriculture, etc).

Action Plan and Implementation

The Greater La Pine CWPP is a tool that can be used for multiple outcomes. The plan contains recommendations consistent with the three goals of the Cohesive Strategy (safe and effective response, Fire Adapted Communities and resilient landscapes), as well as prioritized recommendations and preferred treatment methods.

With critical needs assessed and priority areas identified through the risk assessment process, the plan makes the following recommendations meet the purposes of the Greater Bend CWPP:

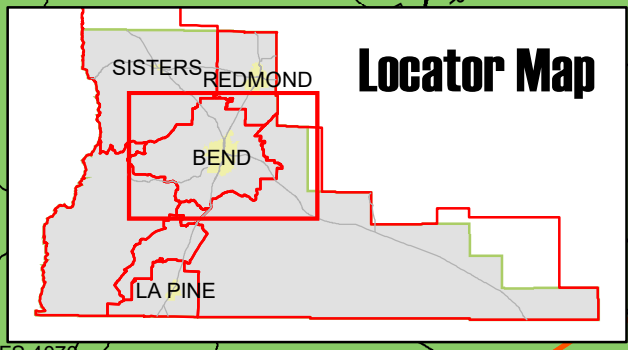
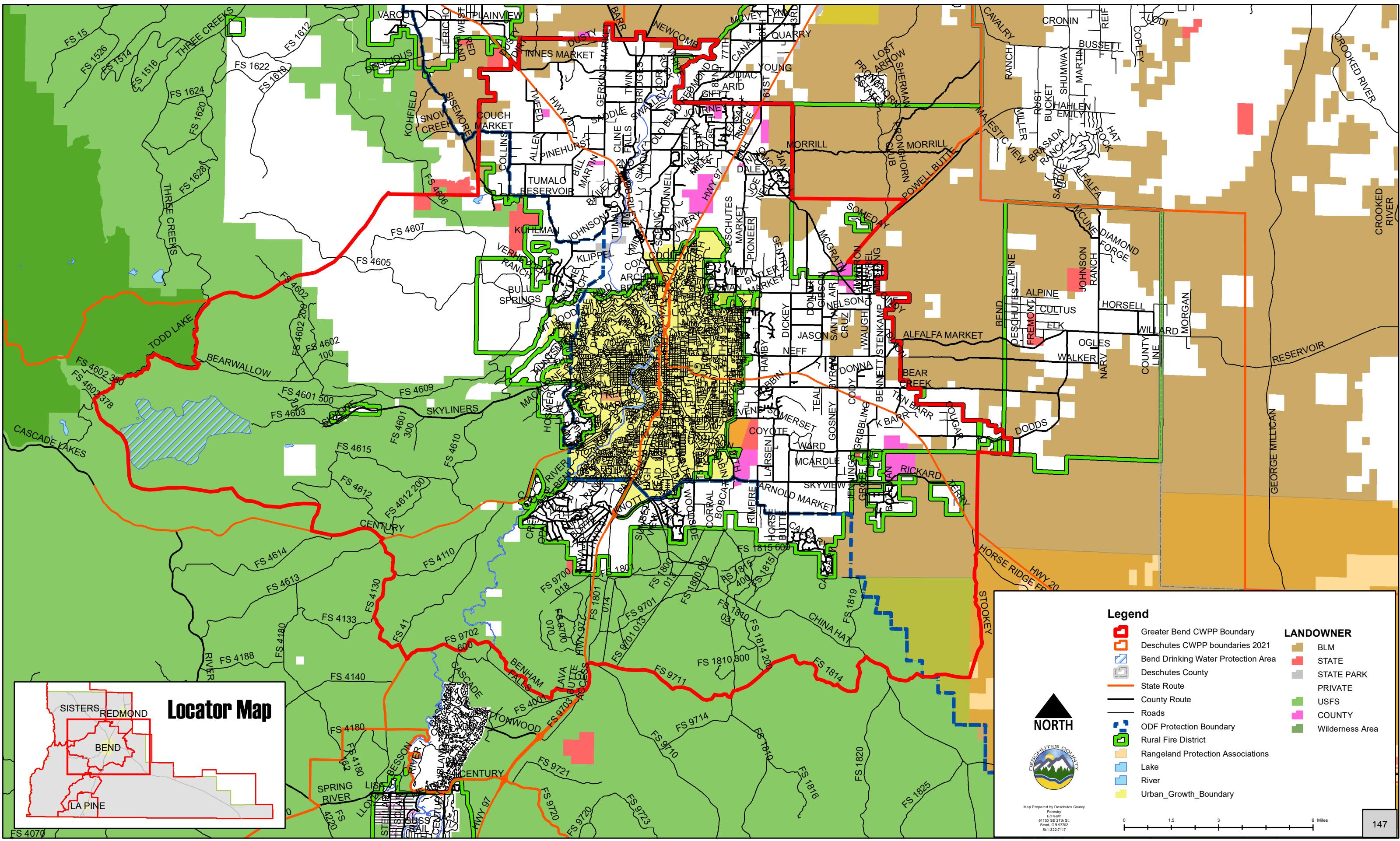
- Reduce hazardous fuels on public lands
- Reduce hazardous fuels on private lands
- Reduce structural vulnerability
- Increase education and awareness of the wildfire threat
- Identify, improve and protect critical transportation routes

More Information

For a copy of the Greater La Pine CWPP, that includes more details including creating and maintaining defensible space and preparing for evacuations, please visit: <http://www.projectwildfire.org/cwpps/>



Greater Bend Community Wildfire Protection Plan

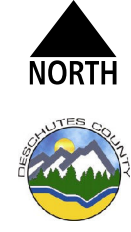


Legend

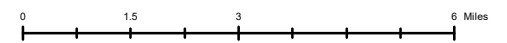
- Greater Bend CWPP Boundary
- Deschutes CWPP boundaries 2021
- Bend Drinking Water Protection Area
- Deschutes County
- State Route
- County Route
- Roads
- ODF Protection Boundary
- Rural Fire District
- Rangeland Protection Associations
- Lake
- River
- Urban_Growth_Boundary

LANDOWNER

- BLM
- STATE
- STATE PARK
- PRIVATE
- USFS
- COUNTY
- Wilderness Area



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Greater Bend Community Wildfire Protection Plan 2021

Prepared in cooperation with:



Copies of this plan are available at: <http://www.projectwildfire.org/cwpps/>

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Executive Summary

Purpose and Goals

Community Wildfire Protection Plans (CWPPs) are documents that are designed to be developed by a local group of stakeholders who are invested in the wildland fire threat to their area. The group of stakeholders typically consists of a representative from the fire department, the state forest management agency, local governments and especially property owners, in collaboration with federal land managers. Each of these representatives should bring their concerns regarding wildland fire to the discussion and propose solutions to their concerns.

Although reducing the risk of high-intensity wildland fire impacting the community is the primary motivation behind this plan, managing the larger landscape to restore forest health and more resilient conditions and improving fire response by all fire agencies are also discussed and addressed in the action plan. Continued efforts have been made by County, State and Federal land management agencies to reduce the threat of high-intensity wildland fires through education and fuels reduction activities on public lands. In addition, private property owners have responded enthusiastically to the defensible space and preparation guidelines and recommendations to reduce hazardous fuels on their own properties by participating in programs such as Firewise and FireFree. All of these activities allow the Greater Bend Area to become a more Fire Adapted Community. Since its creation in 2006, the Greater Bend CWPP has been revised three times (2011, 2016, 2021) by a local steering committee with the intention of decreasing the risks of high-intensity wildfire in the Greater Bend Area.

The 2021 Greater Bend CWPP will assist in the identification and prioritization of wildfire risk on all lands, including surrounding public lands. The Greater Bend CWPP identifies priorities and strategies for reducing hazardous wildland fuels while improving forest health, reducing structural vulnerability, supporting local industry and economy and improving fire protection capabilities. Addressing these goals in a cooperative, collaborative manner maintains alignment with the goals outlined in the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) – resilient landscapes, Fire Adapted Communities, and safe and effective wildfire response. For more information on Cohesive Strategy, visit <http://www.forestsandrangelands.gov/>.

The purpose of the Greater Bend CWPP is to:

- Protect lives and property from the negative impacts of wildland fire;
- Instill a sense of responsibility among property owners, visitors, conservation groups and federal, state and local agencies to take preventive actions regarding wildland fire;
- Provide guidance to federal agencies for implementing fuels reduction treatments;
- Prioritize the use of limited funds for the treatment of hazardous fuels;
- Grow and sustain fire-adapted community efforts;
- Increase public understanding of living in a fire-adapted ecosystem;
- Increase the Greater Bend’s ability to prepare for, respond to and recover from wildland fires;
- Restore fire-adapted ecosystems;
- Improve the fire resiliency of the landscape while protecting other social, economic and ecological values.

The Greater Bend CWPP integrates information from a variety of sources to present a

comprehensive picture of risk and possible treatments on the landscape and enables community organizations and their partners to act in a coordinated fashion. A completed plan also allows the adjacent federal land management agencies to make use of the expedited authorities provided by the Healthy Forest Initiative (HFI) and the Healthy Forest Restoration Act (HRFA). In addition, for communities seeking most federal grant funding, a completed CWPP is commonly a requirement. Lastly, developing a CWPP is a powerful tool to help get local property owners and visitors involved in fire protection efforts.

Planning Area Description

The Greater Bend CWPP is multi-jurisdictional and addresses all lands and all ownerships within the boundaries of the plan area. Greater Bend is located in the center of Deschutes County and includes the City of Bend in its entirety in addition to the surrounding rural lands protected by Deschutes County Rural Fire Protection District #2. US Highway 97 and US Highway 20, major transportation routes through the state, intersect the plan area. The Greater Redmond CWPP joins the WUI on the north edge, the Sunriver CWPP borders to the south, the East West Deschutes County CWPP borders the plan to the east and west and the Greater Sisters CWPP borders it to the Northwest.

Bend, Oregon is located east of the Cascades and is the social, economic and recreational hub of Deschutes County. Deschutes County is the fastest growing county in Oregon and currently the Greater Bend Community Wildfire Protection Plan Boundary is home to 115,655 residents. Developed between 3,500 and 4,300 feet in elevations, in a classic wildland urban interface environment, the greater Bend area is also home to abundant wildlife including deer, elk, and many species of birds and fish. Within the planning area there is also a significant amount of public land with developed and dispersed recreation sites, which provide valuable recreation opportunities to both residents and visitors. In the summer months, Deschutes County estimates an additional transient population of up to 20,000 people that occupy these areas creating a seasonal challenge for those agencies responsible for fire suppression and evacuation.

Historically, the Bend area was a mix of forest types including ponderosa pine, some open tracts of western juniper, bitterbrush, sage and open grasslands. Forests in the higher elevations were composed of mixed conifers.

For the purposes of this plan, the area considered wildland urban interface (WUI) and the CWPP planning area are coincident. The Greater Bend CWPP boundary is approximately 364 square miles or 232,675 acres.

The CWPP planning area boundary lies within the larger area of the eastern Cascade slopes and foothills. The Deschutes River is a notable landmark that runs north/south through the center of the planning area. The larger area is dominated by western juniper, sagebrush, and grasses on the high desert as well as transitions from ponderosa pine to mixed conifer and lodgepole pine. The vegetation is adapted to the prevailing dry climate and is highly susceptible to wildland fire with major threats to the area each year. Volcanic cones and buttes dot the landscape across much of the region. Most of the communities in the area lie at an elevation of approximately 3,600 feet. The climate in Greater Bend is typical of the east slopes of the Cascade Mountains, with most of the annual precipitation coming as winter snow or fall and spring rains. Summers are dry and prone to frequent thunderstorms that may be wet or dry. These thunderstorms frequently cause multiple fire ignitions.

Today, with less stand management, logging activity, and highly effective wildland fire

suppression, the forestland is predominantly dense conifer forests consisting primarily of ponderosa and lodgepole pine. Much of the understory consists of dense bitterbrush with some areas of native bunchgrasses. The other main vegetation type is shrubland. Due to the lack of disturbance, vegetation has continued to become more and more overcrowded.

Wildland Fire Risk Assessment

The CWPP steering committee used the Oregon Wildfire Risk Explorer tool that was created in partnership with the Oregon Department of Forestry (ODF) and the Institute for Natural Resources at Oregon State University (OSU) to undertake a wildland fire risk assessment and gauge the relative risk and hazard due to wildland fire for the lands and communities within the planning area. This tool is intended to direct the implementation of wildfire mitigation activities to the highest priority areas and promote cross-boundary coordination. The full risk assessment can be found in Appendix A.

Action Plan and Implementation

The Steering Committee recognizes the Greater Bend CWPP is a living tool that can be used for multiple outcomes. The plan contains recommendations consistent with the three goals of the Cohesive Strategy (safe and effective wildfire response, Fire Adapted Communities and resilient landscapes), as well as prioritized recommendations and preferred treatment methods.

With critical needs assessed and priority areas identified through the risk assessment process, the Steering Committee identified the following recommendations to meet the purposes of the Greater Bend CWPP:

- Reduce hazardous fuels on public lands
- Reduce hazardous fuels on private lands
- Reduce structural vulnerability
- Increase education and awareness of the wildfire threat
- Identify, improve and protect critical transportation routes

Declaration of Agreement

The Greater Bend Community Wildfire Protection Plan (CWPP) was originally completed and signed in May, 2006. Subsequent revisions were approved in 2011 and 2016. As directed by this CWPP, fuels reduction activities have been completed on public and private lands. Recent wildland fires have also impacted the landscape.

Under the Healthy Forests Restoration Act, the CWPP is approved by the applicable local government, the local fire department, and the state entity responsible for forest management. The plan makes reference to rules and regulations that may be legally binding, however this plan is not legally binding, as it does not create or place mandates or requirements on individual jurisdictions. It is intended to share information and serve as a planning tool for fire and land managers and property owners to assess risks associated with wildland fire and identify strategies and make recommendations for reducing those risks.

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Bend Fire and Rescue
Date

Sally Russell, Mayor
City of Bend
Date

Gordon Foster, Unit Forester
Oregon Department of Forestry
Date

Gary Marshall, Executive Director
Deschutes County Rural Fire District Number 2
Date

Tony DeBone, Chair
Deschutes County Board of Commissioners
Date

Philip Chang, Vice-Chair
Deschutes County Board of Commissioners
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Acknowledgements

In the true spirit of collaboration, the following people are acknowledged for their participation and commitment resulting in the 2021 Update of the Greater Bend CWPP.

Gregory Bryant	Deschutes River Woods Resident
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Sheldon Rhonden	Bureau of Land Management
Doug Green	Bend Fire and Rescue
Robert Newey	US Forest Service
Ed Keith	Deschutes County Forester
Terrance Highfield	Burlington Northern Santa Fe Railroad
Ray Miao	Woodside Ranch Resident
Jeff Crawford	US Forest Service
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Brian Rankin	City of Bend
Nathan Garibay	Emergency Manager, Deschutes County Sheriff's Office
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Purpose

Originally created in May 2006, the Greater Bend CWPP has been revised three times (2011, 2016 and 2021). This 2021 comprehensive revision maintains the original purpose and outlines the updated priorities, strategies and action plans for fuels reduction treatments in the Greater Bend area wildland-urban interface (WUI). This CWPP also addresses special areas of concern and makes recommendations for reducing structural vulnerability and creating defensible space. It is intended to be a living document for fuels reduction, educational, and other projects to decrease overall risks of loss from wildland fire and should be revisited at least annually to address its purpose, goals and associated outcomes.

Although reducing the risk of high-intensity wildland fire is the primary motivation behind this plan, managing the Greater Bend WUI for hazardous fuels reduction and fire resilience is only a part of the larger picture. Property owners and visitors desire healthy, fire-resilient forests and wildlands that provide habitat for wildlife, recreational opportunities, and scenic beauty. By establishing a more fire adapted community through work on public and private property and a more fire resilient landscape, the local fire response will be more successful.

The purpose of the Greater Bend CWPP is to:

- Protect lives and property from wildland fires;
- Instill a sense of personal responsibility for taking preventive actions regarding wildland fire;
- Increase public understanding of living in a fire-adapted ecosystem;
- Increase the community’s ability to prepare for, respond to and recover from wildland fires;
- Restore fire-adapted ecosystems;
- Create and maintain fire adapted communities; and
- Improve the fire resilience of the landscape while protecting other social, economic and ecological values.

Wildland fire is a natural and necessary component of ecosystems across the country. Central Oregon is no exception. Historically, wildland fires have shaped the forests and wildlands valued by property owners and visitors. These landscapes, however, are now significantly altered due to fire prevention efforts, modern suppression activities and a general lack of low intensity fires, resulting in overgrown forests with dense fuels that burn more intensely than in the past. In addition, the recent increase in population has led to a swell in residential development into forested land, adding to the wildland-urban interface.

The 2021 Greater Bend CWPP will assist the City of Bend, Bend Fire and Rescue, Deschutes Rural Fire Dist. No 2, residents of Bend, local, state and federal governments in the identification of lands at risk from high-intensity wildland fire. The Greater Bend CWPP identifies priorities and strategies for reducing hazardous wildland fuels while improving forest health, supporting local industry and economy and improving fire protection capabilities. It also identifies strategies to address special areas of concern such as evacuation routes as well as outlines actions that individuals can take to help protect themselves against the threat of wildland fires.

Planning Summary

CWPP Planning Process

Eight steps are outlined to help guide Steering Committees through the planning process:

Step one: Convene the decision makers.

The Greater Bend CWPP Steering Committee reconvened in May 2021 to review the work completed within the WUI boundaries on public and private lands and reevaluate the priorities for future fuels reduction treatments. The Steering Committee is comprised of representatives from Bend Fire and Rescue, the Oregon Department of Forestry (ODF), The City of Bend, the United States Forest Service (USFS), Deschutes County and other stakeholders and members of the public.

Step two: Involve state and federal agencies.

The Healthy Forests Restoration Act (HFRA) directed communities to collaborate with local and state government representatives, in consultation with federal agencies and other interested parties in the development of a CWPP. The Steering Committee recognized the importance of this collaboration and involved not only members from the USFS but ODF and Deschutes County representatives as well. Each agency brought a wealth of information about fuels reduction efforts planned and completed along with educational information based on current research across the nation.

Step three: Engage interested parties.

The Steering Committee included representatives from the Communities at Risk, members of local businesses, road districts, homeowner/neighborhood associations, and other organizations and individuals. The Steering Committee encouraged a collaborative environment for the stakeholders to accomplish the 2016 revision of the Greater Bend CWPP. Collaboration and coordination between agencies, community members and landowners if the fundamental goal of the Cohesive Strategy

Step four: Establish a community base map.

The Steering Committee reviewed the previous maps and boundaries from the 2016 CWPP. The group approved the 2021 CWPP boundary.

Step five: Develop a community risk assessment.

The Steering Committee relied on the Oregon Wildfire Risk Explorer tool to create an Advanced Report (Appendix A).

Step six: Establish community hazard reduction priorities and recommendations to reduce structural ignitability.

Based on the report, the Steering Committee produced priorities for fuels reduction treatments on public and private lands. The Steering Committee also made recommendations to reduce structural ignitability based on information in the assessments and local knowledge.

Step seven: Develop an action plan and assessment strategy.

The Steering Committee identified an action plan for key projects; roles and responsibilities for carrying out the purpose of the CWPP; potential funding needs and the evaluation process for the CWPP itself.

Step eight: Finalize the Community Wildfire Protection Plan.

A draft of the Greater Bend CWPP was available for public comment for 30 days prior to the final signing and approval of the plan. Interested parties provided comments during this period. Bend Fire & Rescue, Deschutes County Rural Fire Protection District #2, Oregon Department of Forestry, The City of Bend and the Deschutes County Board of Commissioners, mutually approved the Greater Bend Community Wildfire Protection Plan as demonstrated in the Declaration of Agreement.

Policy Background Related to CWPPs

In 2002, President George W. Bush established the Healthy Forests Initiative (HFI) to improve regulatory processes to ensure more timely decisions, greater efficiency and better results in reducing the risk of high-intensity wildfire. This initiative allowed forest management agencies to expedite the documentation process for the purpose of reducing hazardous fuels on public lands. In 2003, Congress passed historical bi-partisan legislation: The Healthy Forests Restoration Act (HFRA). This legislation directs federal agencies to collaborate with communities in developing a CWPP that includes the identification and prioritization of areas needing hazardous fuels treatment. It further provides authorities to expedite the National Environmental Protection Act (NEPA) process for fuels reduction projects on federal lands. The act also requires that 50% of funding allocated to fuels projects be used in the community-defined wildland-urban interface. Communities now have the opportunity to participate in determining where federal agencies place their fuels reduction efforts. With a CWPP in place, community groups can apply for federal grants to treat hazardous fuels and address special concerns to reduce the risk of catastrophic loss as a result of wildland fire.

Although some of the authorities under HFI and HFRA have been subsequently challenged in federal courts, the original intent and authorities under each remain the same.

In 2009, Congress passed the Federal Land Assistance, Management, and Enhancement (FLAME) Act and called for a National Cohesive Wildland Fire Management Strategy to address wildland fire-related issues across the nation in a collaborative, cohesive manner. The Cohesive Strategy was finalized in 2014 and represents the evolution of national fire policy and states in part.

To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire.

The primary, national goals identified as necessary to achieving the vision are:

- Resilient landscapes: Landscapes across all jurisdictions are resilient to fire-related disturbances in accordance with management objectives.
- Fire-Adapted Communities: Human populations and infrastructure can withstand a wildfire without loss of life and property.
- Wildfire response: All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

History of the Greater Bend CWPP

Since its creation in 2006, the Greater Bend CWPP has been revised two times in 2011 and 2016 with the intention of decreasing the risks of high-intensity wildfire in the Greater Bend area. The last revision of the Greater Bend CWPP was finalized in 2016. Since that time continued efforts have been made by city, county, state and federal land management agencies to reduce the threat of high-intensity wildland fires through education and fuels reduction activities on public lands. In addition, private property owners have responded enthusiastically to the defensible space and preparation guidelines and recommendations to reduce hazardous fuels on their own properties.

In keeping with the strategy of the original Greater Bend CWPP, the Steering Committee reconvened in 2021 and revisited the planning outline in *Preparing a CWPP: A Handbook for Wildland-Urban Interface Communities* (Communities Committee, Society of American Foresters, National Association of Counties, and National Association of State Foresters 2006); and Deschutes County Resolution 2004-093.

The Greater Bend CWPP Steering Committee includes representatives from Bend Fire and Rescue, The City of Bend, Deschutes Rural Fire Dist. No 2, ODF, USFS, BLM and Deschutes County along with members of the Greater Bend area public.

The importance of collaboration with neighboring CWPPs is recognized by the Steering Committee and is referenced throughout this CWPP as documentation of collaborative efforts to maximize hazardous fuels reduction efforts in the area. The Steering Committee agrees that the Greater Bend CWPP will be a living document, intended to promote fuels reduction, education, and other projects to decrease overall risks of loss from wildland fire; it is intended to be revisited at least annually to address its purpose.

Planning Area Description

Deschutes County continues to be the fastest growing county in Oregon, according to [Portland State University](#). The combined population of the City of Bend and that portion of Deschutes County within the Greater Bend Community Wildfire Protection Plan Boundary is home to 115,655 residents. The City of Bend anticipates continued growth.

US Highway 97, a major transportation route through the state, runs north to south, through the middle of the city of Bend. US Highway 20 also intersects the city of Bend in the north and east part of town. As central Oregon grows, more residents and tourists crowd the highway and increase congestion, particularly during the summer months when fire season reaches its peak. As part of the central community, transportation routes are included in the consideration of the WUI boundary due to their critical role as roads and travel corridors that link communities together and serve as evacuation routes.

The community is located at 3,500 and 4,300 feet in elevations, in a classic wildland urban interface environment, the greater Bend area is also home to abundant wildlife including deer, elk, and many species of birds and fish. Within the planning area there is also a significant amount of public land with developed and dispersed recreation sites, which provide valuable recreation opportunities to both residents and visitors. In the summer months, Deschutes County is highly impacted by additional transient population of thousands of people that occupy these areas creating a seasonal challenge for those agencies responsible for fire suppression and evacuation.

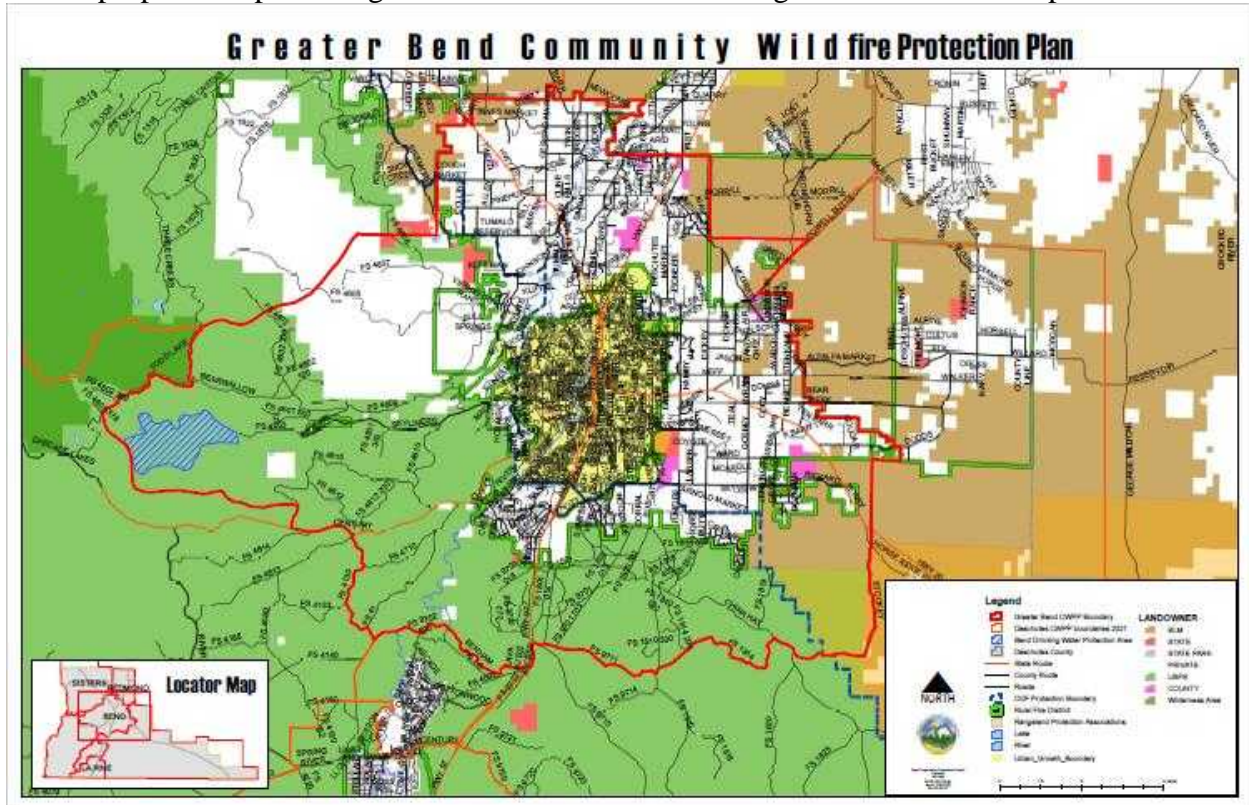
Historically, the Bend area was a mix of forest types including ponderosa pine, some open tracts of western juniper, bitterbrush, sage and open grasslands. Forests in the higher elevations were composed of mixed conifers. The climate in greater Bend is typical of the east slopes of the Cascade Mountains, with most of the annual precipitation coming as winter snow or fall and spring rains. Summers are dry and prone to frequent thunderstorms with lightning storms producing multiple fire ignitions.

Today, with more development into the wildland urban interface, less stand management, less logging activity and highly effective wildland fire suppression, the greater Bend area is characterized by thicker stands of western juniper on the north and east sides with ponderosa pine, bitterbrush and bunchgrasses to the west and south. In some areas, a variety of noxious weeds are crowding out the native grasses and shrubs. The higher elevations are still a mix of conifers including ponderosa pine.

The community of Bend presents a unique challenge for the wildfire planning process. Although the core urban area is not at significant risk from wildfire due to the amount of development and lack of vegetation, there are areas adjacent to the core of Bend are characterized by large trees and excessive ground vegetation or “ladder fuels” that contribute to its scenic beauty *and* the overall wildland fire risk. Closed canopies are rare inside the city limits. There are significant areas of hazardous wildland fuels intermixed with homes and businesses that in the event of a grass or brush fire could sustain a wildland fire event with catastrophic losses likely. These areas are also susceptible to ember showers from large wildland fire events nearby.

Community Base Map

The steering committee reviewed the planning area base map and confirmed the boundaries that the Greater Bend CWPP addresses. This area is shown in the base map below and was also used for the purposes of producing the risk assessment in the Oregon Wildfire Risk Explorer.



Communities at Risk

The Healthy Forest Initiative (HFI) and the Healthy Forests Restoration Act (HFRA) define a “community at risk” from wildland fire as one that:

- is a group of homes and other structures with basic infrastructure and services (such as utilities and collectively maintained transportation routes) in or adjacent to federal land;
- has conditions conducive to large-scale wildland fire; and
- faces a significant threat to human life or property as a result of a wildland fire.

For the purposes of this plan, the lands and associated homes and structures within the planning area boundary of the Greater Bend CWPP constitute the Community at Risk.

Wildland Urban Interface Definition

The Steering Committee defines the WUI as any developed area where conditions affecting the combustibility of both wildland and built fuels allow for the ignition and spread of wildfire. The Steering Committee reviewed and approved the WUI boundaries of the 2021 CWPP. The Greater Redmond CWPP joins the WUI on the north edge, the Sunriver CWPP borders to the south, the East West Deschutes County CWPP borders the plan to the east and west and the Greater Sisters CWPP borders it to the Northwest. For the purposes of this plan, the area considered wildland

urban interface (WUI) and the CWPP planning area identified on the above base map are coincident. The Greater Bend CWPP boundary is approximately 364 square miles or 232,675 acres.

Fuel Hazards and Ecotypes

The vegetation in the Greater Bend Area includes:

- Ponderosa pine
- Lodgepole
- Mixed Conifer
- Western juniper
- Bitterbrush
- Manzanita
- Sagebrush
- Cheat Grass

Historically, ponderosa pine forests contained more understory grasses and less shrubs than are present today. These plants combined with fallen pine needles, formed fast-burning fuels that led to recurrent widespread burning. Frequent low-intensity ground fires that occurred every 11-15 years characterize the historical fire regime for ponderosa pine. The pattern of low ground fires and stand dynamics resulted in the open park-like conditions that early inhabitants and visitors found in the region. Less stand management, logging activity and highly effective wildland fire suppression, have significantly altered the ponderosa pine forest type. Removal of the older, larger thick-bark pines has dramatically decreased clumpy open forests, replacing them with more evenly spaced and younger “black-bark” forests. Similar to other species of conifer forest types, the suppression of fire has greatly increased the stocking levels (number of trees) and density of trees, creating ladder fuels and putting the stands at risk of attack from insects and disease. These factors have contributed to more intense fires in ponderosa pine forests in recent years.



Mature lodgepole pine stands in central Oregon are characterized by dense, uniform stands, an absence of other species, and a general lack of understory shrubs or forbs (although bitterbrush is often found with mature lodgepole pine). Lodgepole pine forests exhibit a moderate severity fire regime with a fire return interval between 60 and 80 years. Fire in lodgepole pine stands can be low, moderate, or severe over time and often result in full stand replacement. In addition to fire, mountain pine beetles are worth noting as a significant disturbance agent as the two processes are linked.





Mixed conifer (wet and dry) is a complex forest type that varies considerably depending on elevation and site conditions. In the plan area, dry mixed conifer and wet mixed conifer forest types occur, depending on the elevation.

The dry mixed conifer includes Douglas fir, ponderosa pine, lodgepole pine, western larch and true fir. Found at elevations ranging from 3,600 feet to 4,500 feet, it occupies a transitional zone between the higher elevation mixed conifer zone and the true ponderosa pine or lodgepole pine zone.

The wet mixed conifer is found in the higher elevations (4,000 – 7,000 feet) on the west side of the fire plan area. Similar to the dry mixed conifer sites, vegetation consists of Douglas fir, white fir, ponderosa pine, western larch, and lodgepole pine. Spruce can be found in the wetter riparian areas. The historical range of fire intervals in the wet and dry mixed conifer varies considerably; from 35 to 200 years and can be of variable intensity; from low intensity maintenance burns to stand replacement events.

Western juniper occurs mainly in the northern and eastern sections of the Greater Bend WUI. The fire history of western juniper is characterized by fire that occurs approximately every 30 years and is generally limited by the availability of fuels. Western juniper trees have thin bark and fires kill them easily. Western juniper appears to be expanding its range over the previous century.



Manzanita is a shrub that occurs throughout the Greater Bend CWPP area but minimally within the community of Greater Bend, usually mixed with other shrub species such as bitterbrush, rabbitbrush and wax currant. Manzanita is established both through sprouts and seeds that are stimulated by fire. Fires in manzanita are conducive to rapid and extensive fire spread due to both physical and chemical characteristics. Manzanita is particularly susceptible to fire due to its stand density, presence of volatile materials in the leaves, low moisture content of the foliage and persistence of dead branches and stems.

Bitterbrush occurs throughout the Greater Bend CWPP area on all aspects and elevations. Fire severely damages bitterbrush, especially if rain is not received shortly after a burn. Bitterbrush is fire dependent, but not fire resistant. It regenerates mostly from seed after a fire and is often from caches of seeds made by rodents. Bitterbrush will sprout after burning regardless of the severity of the burn and matures relatively quickly. Consequently, the Greater Bend wildland-urban interface area



has patches of bitterbrush that provide fire-ready ladder fuels for taller tree stands.

Cheatgrass provides a flammable link in the brush and forests vegetation types. It cures early in the fire season and ignites readily during dry periods because of its very fine structure that responds readily to changes in the atmospheric moisture, tendency to accumulate litter and invasive nature. Cheatgrass promotes more frequent fires by increasing the biomass and horizontal continuity of fine fuels that persist during the summer lightning season. Its expansion has dramatically changed fire regimes and plant communities over vast areas of western rangelands by creating an environment where fires are easily ignited, spread rapidly, cover large areas, and occur frequently. Fire in these habitats can have severe effects on native species of plants and animals.



Historic fire seasons occurred between July and September, with the middle to end of August being the period of the most extreme fire conditions. Cheatgrass matures by July, while most native species it replaces mature in late August. With Cheatgrass dominant, wildfires tend to occur earlier in the season, when native perennials are more susceptible to injury by burning. These fires are larger and more uniform, with fewer patches of unburned vegetation remaining within burns. Cheatgrass thrives in grounds that have been

disturbed by activities such as recreation or building. There are many areas within the Bend CWPP Boundary that have Cheatgrass invading the landscape, in some cases creating ladder fuel adjacent to homes in the WUI. Cheatgrass is recognized as a noxious weed in Deschutes County. The result of the fuel hazards and forest types in the greater Bend area is an overgrowth of trees and forest floor fuels with an abundance of dead or dying vegetation that contribute to a substantially elevated risk of wildland fires that are difficult to control. These overly dense conditions lead to fire behavior that produces flame lengths over eight feet with crowning and torching that can result in stand replacement severity fires.

Not only, have large stand replacement fires not occurred, but also the more frequent low intensity fires have not been allowed to burn either. This practice of fire exclusion along with insufficient vegetation/fuels reduction has resulted in the buildup of excessive live and dead fuels.

Recent Wildfires

Fires too, have significantly impacted the Greater Bend landscape. The table below recognizes the large fires that have endangered the Greater Bend Area in recent years. All of these larger wildfires have threatened residents, prompted evacuations within multiple neighborhoods, created health concerns due to prolonged heavy smoke inundating the area, and some threatened the City of

Bend’s water supply. Even though Awbrey Hall (1990) and the Skeleton Fire (1996) are out of the scope of this table, they are notable fires in Bend’s history. Combined they resulted in the loss of 44 homes, 15 outbuildings, and \$11 million in damage. These fires also served as the impetus for the community wildfire preparedness activities seen in central Oregon and in the Greater Bend Area.

Fire Name	Fire Size (acres)	Year Occurred
18 Road Fire	3,800	2003
Rooster Rock	6,100	2010
Pole Creek	26,795	2012
Two Bulls	6,908	2014
Cougar Butte	150	2017

Public & Private Accomplishments

As part of the ongoing wildland fire risk management of the surrounding public and private forestlands, the USFS, the BLM, ODF, Deschutes County and private landowners are engaged in hazardous fuels treatment projects across the planning area. Noting these accomplishments informs the risk assessment and action plan found later in this document.

Federal Lands



Currently, under the combined management of the Central Oregon Fire Management Service (COFMS), the US Forest Service and the Bureau of Land Management are involved in multiple fuels projects in WUI areas that stretch across this planning area to reduce hazardous fuels and the likelihood of high-intensity wildfire. The US Forest Service – Bend Fort Rock District manages approximately 72,409 acres or 35% of the lands in the Bend CWPP area and continues to make great strides to increase forest health and reduce the potential for high-intensity wildland fire.

It is important to note that each project area requires multiple types of fuels reduction activities to achieve the desired result including mechanical shrub mowing, tree thinning, hand piling and pile burning, and underburning. Therefore, multiple entries are required in order to adequately restore forest ecosystem health and reduce hazardous fuels. The ultimate goal for these projects is to reduce the potential for high-intensity fire that can require costly suppression efforts, cause damage to natural and recreational resources, and threaten the community of Bend and surrounding areas.

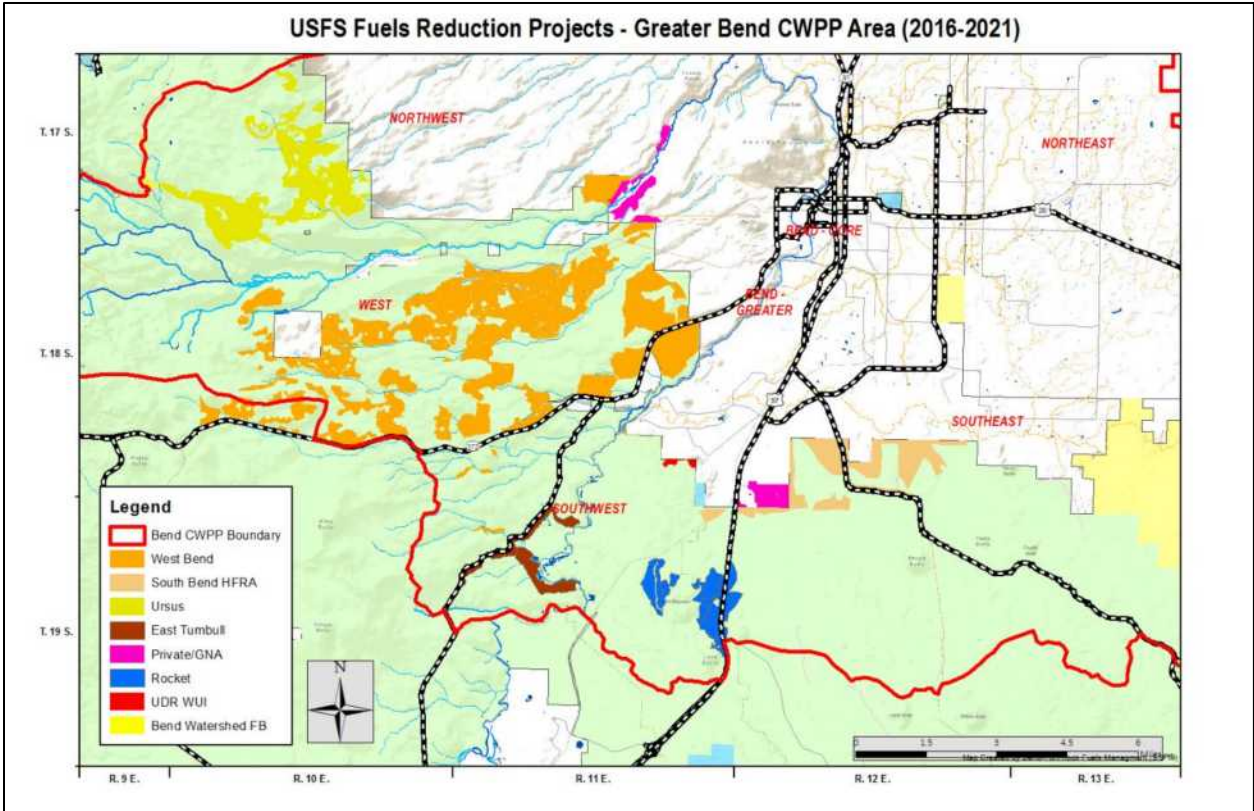
Forest Service

Ongoing projects in the Greater Bend CWPP footprint include the West Bend, South Bend HFRA, East Tumbull, Ursus, Rocket, Upper Deschutes River WUI, Bend Watershed Fuelbreak, and Private/Good Neighbor Authority projects. Acres of completed (and remaining) work in each project area are presented in the table below. Many of these projects are ongoing and have associated prescribed burning that is scheduled to occur over the course of the next several years. These prescribed burns will also include maintenance treatments when necessary to ensure continued treatment effectiveness.

There is one large vegetation management project in the Greater Bend CWPP footprint that is in the planning phase; the Cabin Butte Project. This project is located in the southern area of Bend around what is currently the South Bend HFRA treatment areas. It greatly expands on past treatments in this area; current project implementation is slated to begin in 2022/2023. Three other large vegetation management projects that are adjacent but not within the CWPP boundary are ongoing. These are the Kew, Lex, and Rocket Projects. They are along the southwest and southern boundaries of the CWPP area and have begun implementation of fuels treatments that will have benefits to mitigating fire spread into the Greater Bend CWPP area from the west and southwest.

Table 1. USFS Fuels Reduction Projects within Greater Bend CWPP Boundary (updated May 2021)

Project Name	Thinning and Pile Burning		Prescribed Burning	Mowing/Mastication	
	<i>Completed</i>	<i>Remaining</i>	<i>Completed*</i>	<i>Completed</i>	<i>Remaining</i>
West Bend	786	10314	1956	1568	4577
South Bend HFRA	256	-	1349	236	-
East Tumbull	524	-	-	-	-
Ursus	-	4453	-	-	1103
Rocket	284	834	-	758	68
UDR WUI	86	-	-	-	-
Bend Watershed FB	-	51	-	-	-
Private/GN A	-	-	712	-	-
Total	1986	15652	4017	2562	5752
<p><i>* First-entry prescribed burn treatments remain in West Bend. Maintenance treatments will also occur in the future across multiple project areas as fuels conditions warrant.</i></p>					



Bureau of Land Management

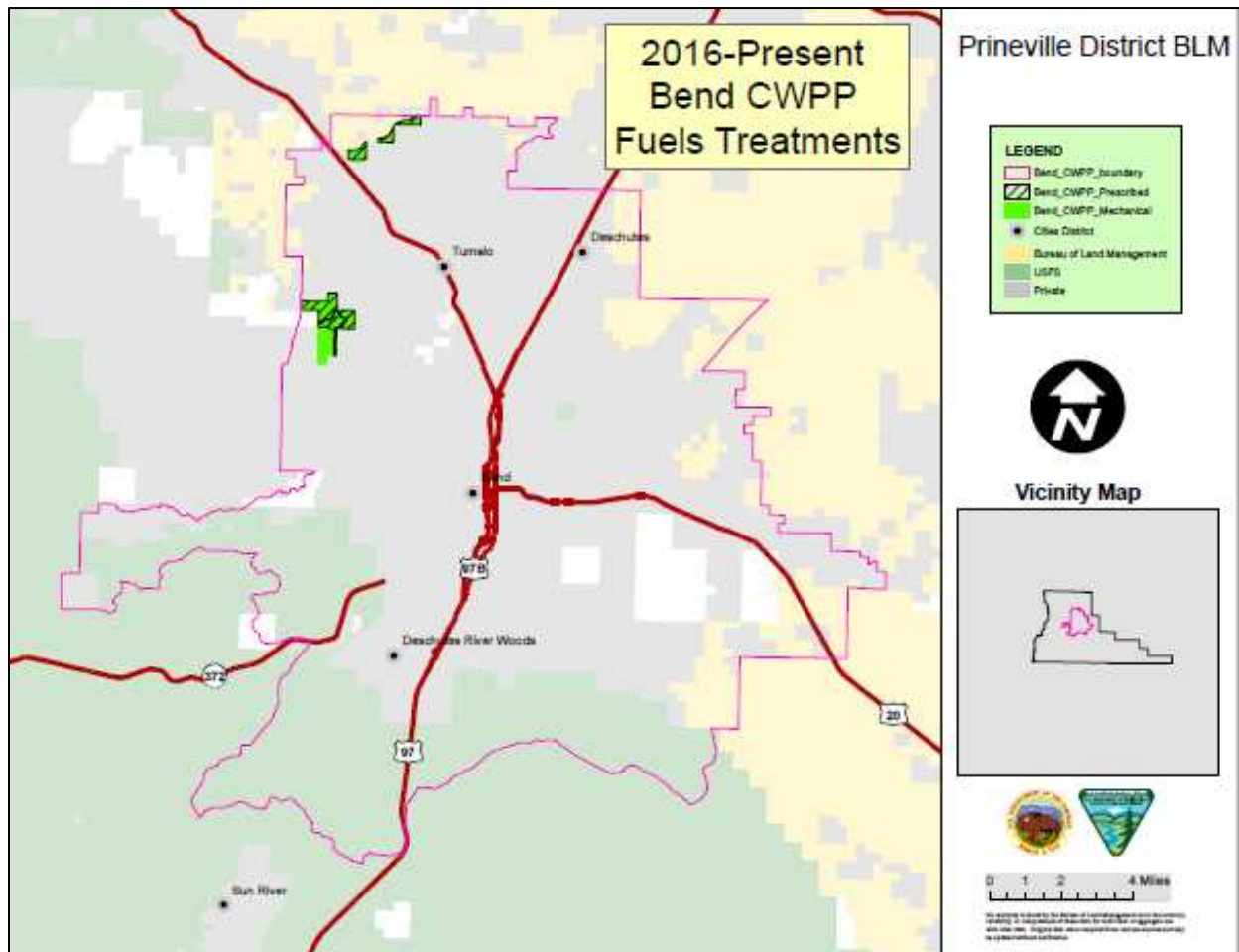
The Prineville District BLM has two primary project areas in the Bend CWPP area. These two projects are the Tumalo Vegetation and Trail Management Project and the Cline Buttes Recreation Area Plan. Between these two areas, the Prineville District BLM has implemented 1,009 acres of mechanical treatments including thinning, hand piling, and mastication. The Prineville District BLM has also completed 753 acres of prescribed burning which includes the burning of the hand piles that were created during the mechanical treatment phase.

In 2016 the Prineville District BLM produced a Determination of NEPA Adequacy (DNA) for the Cline Buttes Recreation Area Pan. This covers 6,506 acres and allows for fuels treatments including the thinning of trees. Thus far, the Prineville District BLM has implemented treatments on 216 acres within the Bend CWPP boundary. This includes the cutting/piling of trees and as well as the burning of those piles.

In 2014 the Prineville District BLM produced the Environmental Assessment for the Tumalo Vegetation and Trail Project. This covers an 800 acre area and allows for the reduction of tree density (thinning of trees). Thus far, 792 acres of treatments have been implemented within the CWPP boundary. This includes the cutting and piling of trees as well the burning of those piles.

BLM Fuels Treatments - Bend CWPP 2016-2020

Treatment Year	Mechanical Acres	Prescribed Fire Acres
2016	272	0
2017	265	272
2018	0	237
2019	472	28
2020	0	0
Total	1009	537



Oregon Department of Forestry



The Oregon Department of Forestry (ODF) has continued working with a number of private landowners to complete fuels reduction projects in the greater Bend area. These projects have been primarily in the highest priority areas in the CWPP Boundary. These partnerships have yielded 25 projects and 325 acres total in fuels reduction work as well as providing education to multiple other private landowners. A number of these projects have also utilized cross boundary prescribed fire through agreements with the

Deschutes National Forest.

The Oregon Department of Forestry is also working with private landowners in a number of other programs to achieve healthy forest restoration and fire resilient landscapes and communities. ODF Stewardship Foresters are continuously providing technical assistance related to forest health, fire mitigation and fire prevention. In collaboration with the Natural Resource Conservation Service (NRCS), ODF staff assists with the implementation of the Joint Chiefs, Environmental Quality Incentives Program to assist private landowners with bringing their forestland to a healthy and resilient state within the Greater Bend CWPP area. ODF fire program staff and forestry staff also assist with implementation and education of the Oregon Forestland-Urban Interface Act of 1997 (a.k.a. SB360) and also assist in education with regards to defensible space and development of Firewise communities.

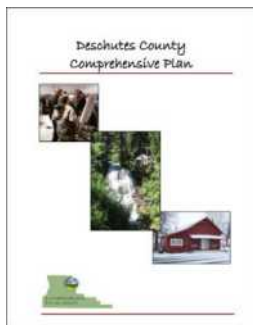
Deschutes County



Deschutes County has continued to work with communities within the Greater Bend CWPP area preparing residents in the event of wildfire. This includes grant opportunities for fuels reduction assistance and the plans and multiple programs listed below. Within the past 5 years funding sources from FEMA helped to accomplish 241 additional acres within a community east of Bend, with another

87 acres north of Bend adjacent to highway 97 treated utilizing funding from the Oregon Department of Forestry. Other grant opportunities included funding focused on assisting communities in becoming Firewise recognized and achieving goals outlined in their Firewise action plans. These communities included; Woodside Ranch, Awbrey Butte, Tillicum Village, Deschutes River Woods, Wyndemere, Lane Knolls Estates, Sunrise Village, Starwood, Awbrey Park, Boonesborough and Mountain High.

Deschutes County Comprehensive Plan



The Deschutes County Comprehensive Plan is a statement of issues, goals and policies meant to guide the future of land use in the County that covers a 20-year period from 2011-2030. The Plan is intended to recognize the expectations and rights of property owners and the community as a whole. It also provides a blueprint for land use conservation and development. This is accomplished through goals and policies that tell a cohesive story of where and how development should occur and what places should remain undeveloped. The plan has several natural hazard policies that focus on wildfire:

- Coordinate with stakeholders to support forest management projects that contribute to public safety by treating wildland hazardous fuels particularly in the designated Wildland Urban Interface...
- Protect people, property, infrastructure, the economy and the environment from natural hazards.
- Survey and map wildfire hazard at risk areas
- Support forest management practices that reduce severe wildfire hazard areas
- Support local fire protection districts and departments in providing and improving fire protection services.
- Review and revise County Code as needed to:
 - Address wildfire concerns to and from development, through consideration of site location, building construction and design, landscaping, defensible space, fuel management, access and water availability.
 - Require new subdivisions and destination resorts to achieve Firewise Standards from the beginning of the projects and maintain those standards in perpetuity.

Natural Hazard Mitigation Plan

A Natural Hazard Mitigation Plan (NHMP) is the representation of the jurisdiction’s commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. A local government must have a mitigation plan approved in order to receive pre- and post-disaster mitigation grants. Deschutes County last updated the NHMP in 2016 and an update is underway in 2021. The plan focuses on reducing or alleviating the losses of life, property, and injuries resulting from natural hazards through long and short-term strategies. The plan reduces the risk from natural hazards by identifying resources, information, and strategies for risk reduction. It is also intended to guide and coordinate mitigation activities throughout the county. Wildfire is County's second highest threat (winter storms is ranked first). The plan identifies the projects and efforts overseen by Project Wildfire, Firewise Communities, and Community Wildfire Protection Plans.

Project Wildfire



Over the last fifteen years, Project Wildfire, in cooperation with the Deschutes County Sheriff’s Office of Emergency Management Program has coordinated evacuation route signage for the Greater Bend Area. Project Wildfire has also helped property owners find grant funding to reduce hazardous fuels on private lands. Providing home assessments for individuals on how vulnerable a structure will be during a wildfire, then offering recommendations that should be taken so the home will have a better chance to survive a wildfire is a free service Project Wildfire offers. As property owners work on proactive planning in preparation for wildfire, they help achieve Project Wildfire’s mission to prevent deaths, injuries, property loss, and environmental damage resulting from wildfires in Deschutes County.

In partnership with Deschutes County and Republic Services, Project Wildfire plans and implements two FireFree events every year in the spring and the fall. The spring days are completely free for property owners to drop off yard debris at landfills and transfer stations throughout Deschutes County. The public has come to expect these FireFree events and there is a high level of participation each year. The events are an easy and cost-effective way for homeowners to create and maintain their defensible space. In 2021 there was 56,046 cubic yards of debris dropped off; this roughly doubled previous years totals.



Land Use Planning for Wildfire Prepared Communities

The Deschutes County Community Development Department (CDD) has coordinated efforts to establish planned communities with wildfire mitigation as a primary objective. In 2016, County staff facilitated the establishment of the Miller Tree Farm cluster development along the City of Bend’s western Urban Growth Boundary. The Tree Farm development incorporates standards from the National Fire Protection Association (NFPA) and Firewise Communities for defensible space, fuel treatments, and construction material guidelines for all new development which occurs onsite. These standards are codified as conditions of approval for the Tree Farm master plan, and ultimately serve as a benchmark for all residential developments which occur in the Wildland Urban Interface moving forward.

Additionally, in 2019 CDD led the adoption of a new zoning district in Deschutes County. The Westside Transect Zone (WTZ) serves as a transitional buffer between the City of Bend’s western edge and heavily forested parcels further west. The WTZ is a unique zone in the County and serves as a major piece of compromise legislation between various interests in the region including developers, private property owners, environmental stewardship organizations, and wildfire protection officials. Like the Tree Farm development, the WTZ incorporates National Fire Protection Association (NFPA) and Firewise Communities standards for all new development. All land divisions, which occur in the WTZ, are required to submit Wildfire Mitigation Plans prepared by a professional forester, which outline the specific wildfire risks within the subdivision area, and must include direct strategies for mitigating those risks. Mitigation strategies can include a defensible space program for individual properties, roofing and other fire resistant building material standards, and road access requirements for citizens and firefighting personnel. Measures outlined in individual Wildfire Mitigation Plans are ultimately included as conditions of approval and upheld by designated Homeowners Associations. These plans and designated mitigation actions must be evaluated on a regular basis or at the request of CDD. This ensures that any changes to wildfire risk are adequately captured and factored into new and existing development plans.

Wildfire Mitigation Advisory Committee and New Development Standards

In 2019, Deschutes County was awarded a \$25,000 technical assistance grant from the Department of Land Conservation and Development (DLCD) to evaluate proposals for increasing wildfire mitigation programs across the County. From 2019 through 2020, the County convened a Wildfire Mitigation Advisory Committee (WMAC) to discuss possible Wildfire Mitigation programs that could be implemented at a regional scale. The WMAC consisted of 12 members representing a variety of interests in Deschutes County, including fire protection officials, developers, and private citizens. In April 2020, the WMAC presented a report to the Deschutes County Board of Commissioners reflecting their findings and recommendations concerning the adoption of new fire

resistant building standards, possible County-wide defensible space programs for residential development, and updates to the adopted Deschutes County Wildfire Hazard Zone. The fire resistant building standards are based on the Oregon Building Codes Division’s (BCD) updated Wildfire Hazard Mitigation standards, also known as ORSC - R327.

Based on the findings in the WMAC report, in late 2020 CDD staff hosted a series of open houses to gather public input on new wildfire mitigation programs and proposals. The open house events were done in conjunction with two public surveys to gather additional input. Ultimately, CDD staff found that a majority of citizen respondents were supportive of additional building or defensible space requirements to reduce wildfire risk in Deschutes County. The results of the public outreach effort were presented to the Deschutes County Board of Commissioners in February 2021 along with a timeline for future steps to further evaluate these issues.

Firewise USA®



Another indication of the commitment of the Greater Bend residents to wildfire preparedness is the recognition of the multiple communities as Firewise USA® sites. The Firewise USA® program is a national recognition program which highlights communities that have chosen to complete and maintain defensible space; ensure adequate access, water and signage; promote ongoing fire prevention education, and build or retro-fit structures with non-combustible building materials such as siding, decks and roofing. Adequate water availability and access are also required. In 2016, the Greater Bend CWPP area was the home of 6 sites, in the past 5 years 12 more sites were added bringing the total number of Firewise Recognized sites within the planning area to 18.

The Firewise USA program recognizes communities that have demonstrated their commitment to wildfire preparedness. Through these steps, communities throughout Bend have effectively lowered Bend’s wildfire risk. Partnerships across the Greater Bend area has fostered collaboration between neighbors, increased awareness and their communities’ ability to respond to wildfire.

Deschutes Collaborative Forest Project



In 2009, a group of local agencies and organizations formed a proposal for funding a large, collaborative forest restoration and hazardous fuels reduction project on public lands managed by the Deschutes National Forest. This landscape-level project is known as the Deschutes Collaborative Forest Project (DCFP). Under the federal Collaborative Forest Landscape Restoration Act (CFLRA), the proposal was approved for funding up to \$10 million for ten years. For these first ten years, the Steering Committee and several task-oriented sub-committees provided input and recommendations to the Deschutes National Forest for projects focused on a 257,000 acre landscape near Sisters, Bend and Greater Bend. Now the DCFP collaborates on forest restoration of frequent fire forests across the entire Deschutes National Forest. A five year funding extension has been requested to continue funding on the ground work, and that request has been recommended for funding as it becomes available through the CLFRA. In 2021 \$300,000 in additional funding is expected with more in the following years.

The Deschutes Collaborative Forest Project has a website in place www.deschutescollaborativeforest.org along with a social media presence on Facebook to continue the stakeholder dialogue and educational outreach for this important landscape.

Fire-Adapted Communities



This CWPP is just a piece of the over-arching framework and goal of Fire Adapted Communities. People and nature are increasingly threatened by fire, despite fire’s natural, beneficial role. At the same time, firefighting costs are escalating and diverting money away from proactive land management. The solution is to make natural areas and communities more fire ready so that we can allow fire to play its natural role at a meaningful scale. The Fire Adapted Communities (FAC) initiative and the FAC Learning Network are helping homeowners, communities and land managers in fire-prone areas prepare for inevitable fires -- to “live with fire” safely. A fire-adapted community acknowledges and takes responsibility for its wildfire risk, and implements appropriate actions at all levels. Actions address resident safety, homes, neighborhoods, businesses and infrastructure, forests, parks, open spaces and other community assets. There is no end point in becoming a fire adapted community. Sustaining, growing and adapting strategies, partnerships and capacity through time are key. Visit www.fireadapted.org for more information. Working toward being more fire adapted by developing a CWPP addresses one of the three prongs outlined in the larger goal of the National Cohesive Wildland Fire Management Strategy.

Bend Parks and Recreation



The Bend Park and Recreation District (BPRD) has an active vegetation management program. It includes prescribed fire, various fuel reduction projects and strategic planning when developing district property. The majority of this work is either within, or just outside, the City of Bend Urban Growth Boundary. Annual light fuel reduction focuses on fine fuels in town. Urban fuel reduction projects focus on parks with natural area, frequently directly adjacent to neighborhoods. Larger fuel reduction projects address hazardous fuel loads and forest health to create a fire resilient landscape.

Since 2017 BPRD has partnered with the USFS to conduct prescribed burns in Shevlin Park. The table below shows the acreage burned since 2017. BPRD was able to partner with Project Wildlife, Central Oregon Cohesive Strategy Initiative and USFS to conduct educational prescribed fire tours that were open to the public and media. Further educational efforts included prescribed fire interpretative signs.

BPRD Prescribed Burning- Bend CWPP 2017-2021

Treatment Year	Prescribed Fire Acres
2017	49
2018	95
2019	78
2020	0
2021	66
Total	288

Community Assessment of Risk

For the 2021 Greater Bend CWPP the Steering Committee used the Advanced Oregon Wildfire Risk Explorer (OWRE) map viewer to organize data based on wildfire risk concepts. This tool provides data, generates maps, charts, graphics, reports, and interpretations. The full report with maps is found in Appendix A. All OWRE advanced reports include information about overall wildfire risk, burn probability, flame length, overall potential impact, hazard to potential structures, fire history, land management, and estimated housing density. Additional layers of interest appear after the layers listed above.

Fire Protection Capability

In considering the overall risk, the ability to provide a fire protection response must be considered. One structural fire district that provides fire response within the planning area. In addition, wildland fire agencies provide fire response for areas of state and federal protection. When local resources are fully engaged, all agencies can request additional resources through the State of Oregon and request federal resources through the Pacific Northwest Coordination Center.

In addition to this high level of coordination, all structural fire departments and wildland agencies in Central Oregon convene each year for a pre-season meeting to discuss the upcoming wildland fire season. Topics addressed at this meeting include predicted wildland fire activity, lessons learned, weather forecasts and how agencies can/will respond to meet the needs of fire events.

Bend Fire and Rescue

Bend Fire and Rescue is the city of Bend’s municipal fire department. With a predominantly career staff and small volunteer support personnel, Bend Fire and Rescue provides first response structural and wildland fire coverage within its 164 square mile service district. Through five stations Bend Fire and Rescue provides Emergency Medical Services, including Advanced Cardiac Life Support transport, within a 1,450 square mile boundary. The department also provides limited Hazardous Materials and River Rescue services. The department has adopted the National Incident Management Systems (NIMS) and all personnel have received training and continue to train in its use. Bend Fire and Rescue employs one Fire Chief, five Deputy Chiefs, four Battalion Chiefs, sixty eight Firefighter/Paramedics and Emergency Medical Technicians (EMTs), six members in the Fire Prevention Division, and three administrative staff members. The Department also employs six part-time EMTs and utilizes volunteers in other programs.

Bend Fire and Rescue commands a Fire Investigation Team (FIT) that provides 24/7 fire investigation across the district, including wildland fires. The benefit of the FIT is not only in the investigation to determine the cause of a fire, but to provide information about the science of fire so the department can focus on a prevention message, campaign and code development to prevent those fires in the future.

Bend Fire and Rescue utilizes a fleet of firefighting and EMS apparatus including six structural engines, six off-road brush engines, three water tenders, one ladder truck, one heavy rescue

vehicle, six ambulances, three command vehicles, and seven fire prevention vehicles.

The department is a party to the Central Oregon Mutual Aid Agreement. In the event of a major fire the department may request assistance from all other fire departments that are signatory to the agreement. In addition to Central Oregon Fire Departments, this includes the US Forest Service, Oregon Department of Forestry, and the BLM. Conversely, when these agencies need assistance and the District has resources available, it assists them. Bend Fire and Rescue is also a party to an Automatic Aid Agreement with Redmond, Cloverdale, Sunriver, Sisters, US Forest Service and ODF. Through a Computer Aided Dispatch (CAD) center, Bend Fire and Rescue responds automatically to certain calls in areas up to five miles beyond the fire district.

In addition to the firefighting resources, Bend Fire and Rescue puts 10% of its workforce towards fire prevention. The fire prevention team is comprised of one Fire Marshal and six Deputy Fire Marshals that provide enforcement of local fire codes and ordinances as well as provide public education across the district.

Local Ordinances provide the department with the control of burning practices. This step alone has contributed positively to the decrease in fire calls and reduced the overall threat of wildfire in the greater Bend area.

Local building codes and fire codes also reduce the catastrophe from wildfires as they allow the department to restrict the use of combustible roofing materials, design new communities with adequate and proper access (ingress/egress) for emergency vehicles as well as adequate water supply and hydrant distribution. Bend Fire and Rescue also manage address sign specifications and road signs. These opportunities give firefighters an expedient route to fires and allow residents to safely evacuate.

All of these enforced code and ordinance provisions help reduce the number and severity of fires in the greater Bend area.

Deschutes County Rural Fire Protection District #2 (DCRFPD#2)

The Deschutes County Rural Fire Protection District #2 (District) formed in 1952 consists of approximately 140 square miles of suburban and forested land surrounding the City of Bend (City) and represents approximately 25,000 constituents.

An elected five-member volunteer board of directors and a paid executive director governs the District. The executive director handles the day-to-day operations, fiscal and contract management, and performs administrative and public relation functions of behalf of the District. The actual delivery of fire and emergency medical services to District constituents is provided through an Intergovernmental Agreement (Contract) with the City. The District motto is “Partners in Protection” as all emergency services (fire, EMS, ambulance transport, fire prevention and hazardous materials response) are provided by City of Bend Fire & Rescue.

Under an agreement made in the year 2000 between the City and the fire District, ownership of the existing stations was transferred to the District. The District then remodeled one of the stations and built four brand new ones, as well as a new training center. Then the District replaced the

Tumalo fire station with a new facility in 2019 and will use the old station for storage. The District also built a sixth fire station in 2019 on the south side of Pilot Butte on City owned property. This new facility was strategically located near the center of the City to improve response times. All of the stations are leased back to the City. The current configuration of the stations provides excellent emergency services to the City and District residents. The District has adopted the Oregon Fire Prevention Code, Outdoor Burning Regulations and an ordinance banning sales of all fireworks within the District. The District also manages the “Green Address Sign” project for the District and the City to assist emergency responders. Annually the District provides wildfire fuel reduction grants to assist homeowners to create defensible space. In the year 2000, the District and the City received a National Bronze Smokey award for the creation of the 1997 FireFree public wildfire education program.

Oregon Department of Forestry

Within the Greater Bend CWPP area, the Central Oregon District of the Oregon Department of Forestry (ODF) protects the private forestland. ODF provides wildland fire response for fires burning on or threatening private forestlands paying a Forest Patrol Assessment. There are some areas within the Greater Bend CWPP Boundary that receive dual protection from ODF and the Bend Fire & Rescue or Deschutes County Rural Fire District #2 because they are located in one or the other of the fire districts and are also classified as private forestland within the ODF district. In areas of dual protection, when a wildland fire occurs, the fire district provides initial response and transfers fire command to ODF personnel upon their arrival.

During fire season, typically June through October, ODF provides ten engines, one five-person hand crew and one dozer; all are available for initial attack response in the Prineville-Sisters unit. Statewide resources are also available to ODF including initial attack hand crews, dozers, water tenders, helicopters, air tankers, and overhead staff positions, depending on statewide needs. During fire season these resources are in high demand and may not always be available. In addition to Oregon Department of Forestry suppression capabilities, ODF cooperates with wildland fire protection agencies in the area including the local fire departments and districts, the US Forest Service, and the Bureau of Land Management.

COFMS -USDA Forest Service & BLM

The Forest Service provides wildland fire protection on the federal lands within the Greater Bend CWPP area. Together, with the Bureau of Land Management (BLM), they are identified as the Central Oregon Fire Management Service (COFMS). COFMS includes the Deschutes National Forest, the Ochoco National Forest, the Crooked River National Grassland, and the Prineville District of the BLM. These four units are managed cooperatively under combined leadership, with an Interagency Fire Management Officer, two Deputy Fire Management Officers, and a Board of Directors including decision makers from both agencies, with Forest Service District Rangers and BLM Field Managers.

COFMS has a central dispatching facility in partnership with the Oregon Department of Forestry that serves as a Coordination Center for fire and fuels operations, as well as safety and training issues for COFMS. COFMS provides numerous initial attack resources for wildland fire incidents that may occur in the Greater Bend CWPP area. These include ground resources such as engines, initial attack hand crews, water tenders, dozers, Hotshot crews, and prevention units,

as well as aerial resources such as an air attack, helicopters, smoke jumpers, rappellers, and air tankers. During the fire season, COFMS also rosters a Type III Incident Management Team from local resources that can mobilize rapidly to emerging incidents within the COFMS response area. In a typical fire season COFMS resources are in high demand and may not always be available. Anytime an incident grows beyond the capability of the local resources a request may be made to ODF and to the Pacific Northwest Coordination Center for additional wildland fire fighting resources.

Areas of special concern

Law Enforcement & Evacuations

The City of Bend Police Department and Deschutes County Sheriff provide police services for the Greater Bend area. Both entities have responsibility for ensuring the safe and orderly evacuation of the community in the event of a major emergency. A number of resources have been allocated to accomplish this task including hi/lo sirens on vehicles; emergency notification via radio and television; reverse 9-1-1 capability; Police and Sheriff's Department staff; Bend Fire and Rescue staff and community-wide volunteers. The Countywide Disaster Plan and the Deschutes County Department of Emergency Services address any other issues relative to a major emergency.

The Deschutes Alert System (DAS) can be used to notify the public with important information during an emergency. DAS can notify land-line telephones as well as those who opt in to the system in up to ten different contact paths including: Voice over Internet Protocol (VoIP) telephones, cellular/mobile phones, texts, email and TTY/TDD devices. In the event of an emergency, Deschutes County officials can identify an affected area and, if necessary, send a message that describes the situation and recommend protective actions property owners should take. The DAS system will automatically call out to all land-line and opt-in contact paths within that geographic area and deliver the message. The system can contact multiple paths and repeat if necessary until the recipient confirms they received the message. If an answering machine or voice mail system picks up the call, an emergency message will be recorded. Property owners can register their phone number at: www.deschutesalerts.org

Oregon State Police assists the law enforcement efforts and cooperates with the Deschutes County Sheriff for protection in the areas near Greater Bend.

In addition to this high level of coordination, all fire departments and agencies in Central Oregon convene each year for a pre-season meeting to discuss the upcoming wildland fire season. Topics addressed at this meeting include predicted wildland fire activity, weather forecasts and how agencies can and will respond to meet the needs of fire events.

The **American Red Cross** offers a gamut of tools to boost community preparedness such as community presentations on emergency preparedness kits. The Red Cross gives presentations to church groups, HOAs, citizen groups, etc. Red Cross plays a vital role in emergency response during large wildfire events. At any time of day or night, trained Red Cross volunteers respond to the scene of structural or wildland fires and provide food, shelter, and emotional support to those affected.

Critical transportation routes

For purposes of the Greater Bend CWPP, the Steering Committee defines Critical Transportation

Routes as:

all routes necessary for the support of routine flow of commerce to and/or through the Greater Bend area,

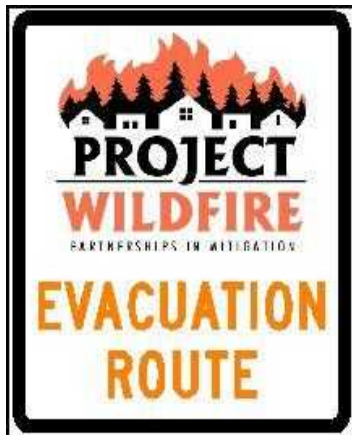
all routes that could be used for potential evacuation of property owners and visitors from a wildland fire threat to public safety,

routes needed for emergency ingress and egress to a wildland fire incident, not including unimproved or “two-track” roads,

in addition, all routes needed to protect and support critical infrastructure (power substations, communication transmission lines, water and fuel storage, public service facilities, recreation facilities, etc.).

With up to 20,000 visitors in Bend per day during peak summer months and an additional 20,000 people using recreation sites and the transportation corridors around Bend, critical transportation routes are a prime concern for those agencies responsible for fire suppression and evacuation.

As noted in previous plans, the Steering Committee is concerned with the lack of maintained roads leading in and out of the high risk areas in the WUI. Should an evacuation be necessary, the Steering Committee expressed great concern over the quality of the evacuation routes. Many of the egress routes are dirt roads that contribute to substantial dust and debris clouds as vehicles attempt to use them. During the summer months, after a few cars travel the road, the dust is so dense that it is not safe for vehicles to continue using the road until the dust settles. Lack of maintenance has led to deteriorated road surfaces with large potholes, ruts and washboards that slow evacuation efforts and cause some vehicles to break down, further complicating a mass departure from the area. The current condition of some of the evacuation routes is a life safety issue.



Working with Deschutes County and Project Wildfire, several neighborhoods within the Communities at Risk have taken advantage of a signage program to increase visibility of evacuation route signs along roads. The signs are made from high intensity reflective material and indicate proper exit routes from these neighborhoods.

The Steering Committee underscored the need to continue to identify, develop and protect critical transportation routes as part of this planning process. Ingress/egress issues are included under Recommendations to Reduce Structural Vulnerability. This issue is also highlighted under Action Plan and Implementation.

Burlington Northern Santa Fe (BNSF)

Burlington Northern Santa Fe (BNSF) Owns and operates railroad tracks that bisect the CWPP area running North and South. These tracks have been of concern for wildfire in this and other CWPP areas. BNSF recognizes this concern and has taken steps to help mitigate the potential risk. Currently, BNSF has a multi-million dollar project planned between Bend and Chemult replacing 70k railroad ties. This work is planned to take place starting in May of 2021. With new ties the

infrastructure will be safer for the communities within the CWPP's it travels through. While railroad ties are not fire proof a new tie isn't deteriorated or cracked and is harder to catch fire. BNSF also has firefighting resources available on an as needed basis. These resources include, a 500 gallon water tank on a freightliner truck equipped with hydrants for being driven up and down the track, 15k gallon water tank on a train car with a deck gun and pump, a fire train in Wishram, Washington equipped with 45k gallons of water with 3 deck guns, 3 pumps, and tie sprayers on the caboose. BNSF employees assigned in this area are wildland fire trained every year with the class focused on supporting local fire efforts and communication between resources.

Community Preparedness

A [business resiliency study](#) conducted by FEMA in 2012 presents statistics for small businesses that have been impacted by a natural disaster such as a large wildfire. All of the statistics apply to those businesses that did not have a business continuity plan or an emergency plan:

43% of companies never reopened.

51% of companies closed within 2 years.

80% of companies that do not recover from a disaster within one month are likely to go out of business.

75% of companies without a business continuity plan fail within three years of a disaster. Companies that aren't able to resume operations within ten days (of a disaster hit) are not likely to survive.

Of those businesses that experience a disaster and have no emergency plans, 43% never reopen; of those that do reopen, only 29% are still operating two years later.

A large wildfire can have lingering effects that last for months to years and the largest impacts lasting for at least a month. With much of the local economy tied to small local businesses that depend on the local surrounding forest environment, the consequences of a wildfire that closed major recreation and tourism opportunities would be catastrophic. Business resiliency of the local small businesses is a critical piece in creating a more fire-adapted community. Based on a statewide [economic impact study](#) of the spending losses to the travel and tourism industry due to wildfires in 2017, Deschutes County lost an estimated \$16 million. Specific action items for business owners are located in the Action Plan.

The essential infrastructure in the Greater Bend CWPP area includes utilities, roads, water and sewer systems and has an approximate replacement value of \$275,000 per mile for electrical transmission lines; \$150,000 per mile of electrical distribution lines; and \$2 million per electrical sub-station. Loss to water and sewer systems would be minimal because most are underground or otherwise not flammable.

Also of high importance to property owners and business owners in Greater Bend is the value placed on scenic beauty and recreational opportunities that exist on private and public lands both within and adjacent to the Greater Bend CWPP area.

The loss of recreational use by visitors to the area as a result of scenic quality, specifically large "burn over" areas, will have an unknown economic impact not only to the area but to the remainder of Deschutes County and neighboring cities like Bend and Redmond. If a large wildland fire

occurs in this area, the result will be a catastrophic loss to both the developed and dispersed recreational opportunities in the Greater Bend area.

Bend drinking water protection area

The Greater Bend CWPP Steering Committee included the Bridge Creek Watershed in the WUI boundary. Approximately half of Bend’s drinking water comes from this area. The watershed was established in 1926 in cooperation with the Deschutes National Forest and a subsequent 1991 Memorandum of Understanding, which describes protection measures in place for the watershed. Annual inspections of the watershed are conducted with the Department of Environmental Quality and the Deschutes National Forest. A wildland fire occurring in or near this watershed could severely affect water quality in the Bridge Creek watershed. The Steering Committee recommends treatment for hazardous fuels as identified in this plan to prevent catastrophic damage from wildfires to the watershed.

Structural Vulnerability

Structural vulnerability refers to the defensible space and building materials used on structures. It also includes the type and amount of fire department access such as the numbers of roads in and out, road widths and signage.

In recent years, many neighborhoods in the greater Bend area have taken steps to decrease the vulnerability of structures to wildland fire. Although attitudes and behaviors towards fire are changing thanks to educational programs like FireFree and Firewise, the population growth and continued development into the wildland-urban interface present fresh challenges each year. The Steering Committee puts a high value on the importance of making structures and neighborhoods in the Greater Bend area as fire-safe as possible by reducing structural vulnerability through home hardening and creation of defensible space. Recommendations to reduce structural vulnerability can be found in the prioritized recommendation section.

Recent Legislation

During the 2021 state legislative session, a number of bills were introduced related to wildfire mitigation. On June 26, 2021, Senate Bill (SB) 762 was passed by the Oregon legislature, which has significant impacts on wildfire mitigation efforts across all jurisdictions in Oregon including Deschutes County.

While details are still unknown, SB 762 contains a broad range of regulatory and non-regulatory approaches to address wildfire risk. The bill focuses on the following areas:

- Plans for public electricity utilities to reduce risks associated with wildfire
- Statewide mapping of wildfire risks
- Defensible space standards for new and existing development
- Building code guidelines to reduce risks associated with wildfire
- Programs to support local communities in detecting, preparing for, communicating, or mitigating the environmental and public health impacts of wildfire smoke
- Emergency response and disaster recovery associated with wildfire events
- Programs to reduce wildfire risk through the restoration of landscape resiliency and the reduction of hazardous fuel on public or private forestlands and rangelands and in communities near homes and critical infrastructure

- The creation of an Oregon Conservation Corps Program to reduce wildfire risk to communities and critical infrastructure and to help to create fire-adapted communities
- Requirements for Counties to ensure all lands have a baseline level of fire protection
- Creation of a Wildfire Programs Advisory Council

The steering committee will continue to monitor the impacts of SB762 and update the Greater Bend CWPP as necessary.

Action Plan and Implementation

The Steering Committee recognizes the Greater Bend CWPP is a living tool that can be used for multiple outcomes. What follows is an overview of recommendations consistent with each of the three Cohesive Strategy goals, as well as prioritized recommendations and preferred treatment methods for the Greater Bend CWPP.

Safe and Effective Wildfire Response

Bend Fire and Rescue, wildland fire agencies and the Community of Greater Bend are charged to identify and assess opportunities to improve coordinated wildfire response including an assessment of the water resources available for fire suppression in the Greater Bend CWPP area. The Steering Committee will make recommendations for projects to ensure adequate water resources are available for fire suppression. The benefits of looped lines, fire hydrants, redundant power supplies, protected wells, reservoirs and the surrounding landscape should be considered.

In addition, the Steering Committee will assist in conducting further assessments to determine the evacuation needs and identify potential projects developing new routes and/or improving existing routes.

Improving Fire Protection Capabilities

Oregon Department of Forestry is currently in the planning phase of installing smoke detection cameras in Deschutes County. Recently Bear Wallow has had a camera installed with remainder of cameras to be installed by the next revision of this plan. These cameras are monitored though fire season and aid in effective suppression response by the wildland agency resources by allowing for more accurate reporting on smoke size and location. Bend Fire and Rescue have also reduced response times and improved resource availability by adding an additional fire station within the planning area.

The Steering Committee will continue to encourage federal land managers to work with Bend residents to minimize closures of roads that can be used as alternate evacuation routes.

The Steering Committee will work with Bend Fire and Rescue, Bend Police Department, Bend residents Deschutes County, and Oregon Department of Transportation to identify and map existing transportation and evacuation routes.

Fire Adapted Communities

The Steering Committee is charged with the task of engaging community members to review the risk assessment including the overall fire risk in this CWPP (Appendix A) and identify projects that will increase the potential for property owners to survive a high-intensity wildland fire within the Greater Bend area. Property owners can utilize the information in this document as a resource to improve the fire resistance of their homes on an individual basis.

The intention of the Steering Committee is to engage in continued discussions with landowners to facilitate fuels reduction projects on private lands utilizing the data in Appendix A. These actions can be accomplished through educational activities or grants for specific projects on private lands.

Specific Action Items

If there are hazardous fuels present, all landowners are urged to mitigate their fuels to

create a fire resilient and healthy landscape.

Given the historical and recent fire occurrence, the crown fire potential is high. Property owners are urged to create and maintain defensible space, reduce ladder fuels and thin where necessary.

Ensuring the access and evacuation routes are clear of vegetation will ensure access for emergency personnel during large wildfires and/or other emergency incidents.

Property owners should develop evacuation kits for their families in case of a large wildfire.

The Steering Committee will encourage and assist community groups in seeking funding for fuels reduction, educational, and other projects to decrease overall risks of loss from wildland fire.

One important piece of a Fire Adapted Community is preparing for the recovery process after a wildland fire occurs. There are many resources for property owners who are recovering from a wildland fire that can impact their small business and home. Building community and business resiliency is the key to being fully adapted to fire. Post-fire recovery resources can be found in Appendix C of this document.

Restoring Resilient Landscapes

The intention of the Steering Committee is to engage in continued discussions with the Greater Bend community and adjacent landowners to implement the CWPP and accomplish hazardous fuels reduction projects in the most expeditious manner possible.

The Steering Committee recognizes the effectiveness and value of maximizing treatment efforts in areas that are adjacent to federal or other private projects and recommends that future projects consider these benefits when selecting areas for treatment.

There are 232,675 acres in the planning area. Significant fuels reduction projects continue to improve the overall health and fire resiliency of the landscape. Achieving a resilient healthy landscape, however, requires multiple entries on treatment sites, over a period of years. For example, thinning and mowing may occur over a 12-24-month project period. The under-burning component of the project may not occur for 3-5 years while the land recovers from the thinning and mowing and produces an adequate shrub content to support prescribed fire.

Therefore, the Steering Committee recognizes that although significant fuels reduction work has been completed, the need continues on the landscape as a whole. The Steering Committee supports the ongoing planning and treatment process on public lands, especially an increase in the use of prescribed fire. There are multiple prescribed fire techniques that land managers may use to best suit the area they are working within. The ultimate goal is to restore low-intensity fire to the local ecosystem, which has been historically dependent on fire for its health.

Treating ground fuels is a critical component of any effort designed to reduce fire threats, and it has added ecological benefits, such as recycling nutrients. Once an area, or unit, has been thinned and the slash has been treated, the site can be broadcast burned. Fire practitioners prepare the area by constructing firelines and/or use natural breaks such as roads or existing trails for containment lines for the prescribed burn. Where site objectives dictate that standing dead trees and large

downed woody material need to be protected, they can be either hand-lined or otherwise excluded from the burn block. Extra protection measures may not be necessary for many cultural or archaeological sites: treating these areas with prescribed fire has the advantage of protecting them from emergency suppression activities during a wildfire. Generally, the target flame length is under four feet, although some sites require a hotter burn to achieve the resource objectives.

Historically, large-scale broadcast burning has occurred in the spring. As the demands to boost prescribed fire use increase, utilizing as many burn windows, or days when the weather conditions are favorable, will be a critical piece in achieving restoration goals. Burning outside of the historical time frame, however, is more challenging to use prescribed fire and will depend on the availability and preparedness of appropriate resources and weather.

Burn operations usually begin by mid-morning following the break-up of the nighttime temperature inversion and the establishment of the daytime wind pattern. Completion of ignition should be targeted early enough to ensure adequate smoke dispersal prior to the onset of cooler nighttime temperatures.

Extensive public notification is an essential element of the prescribed burn program. The public can contact the Deschutes National Forest if they have health concerns that are exacerbated by smoke so that they can be notified prior to a prescribed burn. The Deschutes National Forest uses social media; especially [Twitter](#), their handle is @DesNatlForest. In addition @CentralORFire and a comprehensive website, [Central Oregon Fire](#), www.centraloregonfire.org, is used to notify local property owners of prescribed burns. The website includes news about upcoming prescribed fires, interactive maps of planned fires, information on air quality and what property owners can do to protect themselves from smoke impacts. Residents can also sign up for text alerts by sending the text “COFIRE” to 888777.

Once thinning, slash treatment, and first under-burning has been completed, the treated area constitutes an effective fuel-break for the next several years. Follow-up thinning and maintenance burns must be scheduled as necessary to ensure the treated areas remain free of the risk of catastrophic wildfire. Adequate access must be assured, not only to conduct needed follow-up treatments but also to permit the rapid response of fire suppression forces.

For the Greater Bend CWPP area, it is not a question of if a wildfire will occur, but when, where, and how much damage will result. Experience with wildfires burning in previously treated areas demonstrates the following:

- Improved public and firefighter safety
- Improved access for firefighters and apparatus
- Increased efficiency when locating and constructing firelines
- Easier detection and suppression of spot fires
- Decreased mop-up time and effort
- Reduced fire intensity, torching, and mortality
- Reduction of loss
- Reduction of smoke emissions

Prioritized Recommendations and Preferred Treatment Methods

With critical needs assessed and priority areas identified through the risk assessment process, the Steering Committee identified the following hazard reduction recommendations to meet the purposes listed on page one of the Greater Bend CWPP:

- Reduce hazardous fuels on public lands
- Reduce hazardous fuels on private lands
- Reduce structural vulnerability including Ingress/Egress
- Increase education and awareness of the wildfire threat
- Identify, improve and protect critical transportation routes

Hazardous fuels reduction

The overall standard of the Greater Bend CWPP is to decrease the risk of high-intensity wildland fire behavior by reducing and maintaining fuel loads to that which can produce flame lengths of less than four feet. This enables a safe and effective initial attack. The overall goal is to reduce the potential for crown fires and provide for a healthy, fire resilient landscape that supports the social, economic and ecological values of Greater Bend area property owners and visitors. The Steering Committee recognizes the effectiveness and value of maximizing treatment efforts in areas that are adjacent to federal or private projects and recommends that future projects consider these benefits when selecting areas for treatment. The following specific standards are recommended for treatments on public and private lands within the Greater Bend planning area.

Public lands

Federal lands make up 47% of the Greater Bend CWPP area and are managed by the US Forest Service from the Bend (38%) – Fort Rock Ranger District and the Bureau of Land Management (9%) – Prineville Ranger District.

It is the intent of the Steering Committee that the Greater Bend WUI boundary is subject to expedited measures for hazardous fuels treatment and allocation of funds to protect it as stipulated by the Healthy Forests Restoration Act (HFRA).

The Greater Bend CWPP area is directly adjacent to federal lands in segments on all sides of the boundary. The maps in Appendix A detail the WUI boundary throughout the Greater Bend CWPP area calling for protection specifically by reducing wildland fuel hazards on public lands.

The overall standard for public lands under this CWPP is to decrease the risk of high intensity wildland fire behavior by reducing and maintaining fuel loads to a level that will produce flame lengths of less than four feet in the areas within the WUI boundary. The areas where the fuel reduction projects are implemented will create a buffer or fire break that will begin at the edge of private lands (except where other land management practices prohibit it such as riparian or wetland areas) and extend onto the federal lands to the designated WUI boundary. This enables safe and effective initial attack. This standard can be achieved by the federal land management agency through a variety of treatment methodologies such as thinning, prescribed burning and mechanical treatments. Specific treatments should address fuels issues on a landscape scale rather than acre

by acre.

Federal land managers are strongly encouraged to work toward the overall standard by reducing fuel loads to a level that will produce flame lengths of less than four feet:

- On all areas within the identified WUI boundary beginning with the first ¼ mile buffer around private lands, especially those identified in the risk assessment as very high or high risk. Treatments should begin here and increase in ¼ mile increments until the WUI boundary is reached.
- Within 300 feet of any critical transportation route from Greater Bend.
- Although the treatments should focus on very high and high risk areas, maintenance of previously treated lands is also a top priority where treatment is critical to maintain fuel conditions that result in flame lengths of four feet or less within the CWPP area. Treatment and maintenance of previously treated lands before treatment begins again in other places is an important component of keeping communities safe.

In general, the dominant strategy in all areas should be thinning from below, in an effort to restore large tree, open park-like ponderosa pine dominated forests. In exclusively lodgepole pine and mixed conifer stands where site conditions are favorable to ponderosa pine, intensive thinning should occur with a reforestation strategy to restore a proper ratio, as determined by the agency, of lodgepole or mixed conifer to ponderosa pine. Excessive dead/down fuels should be removed followed by understory maintenance.

The Steering Committee also encourages federal land managers to work with local landowners to minimize road closures that could be used as alternate evacuation routes from Communities at Risk.

Private and County-owned lands

Private lands make up 51% of the acreage in the planning area. The County and City each owns less than 1% of the land in this planning area. The Steering Committee recommends that City and County-owned lands be treated in the same manner as privately-owned lands. The Steering Committee recommends continued partnerships with private timberland owners that encourages the same priorities as listed above for public lands within the WUI area.

Private land with *or* without structural improvements

On private lands within the Greater Bend CWPP WUI boundary with structural improvements or those that are vacant, the goal is for each property to meet the Oregon Urban Interface Fire Protection Act for its individual classification rating. This statute outlines standards and requirements for defensible space on private property that has fire protection from Oregon Department of Forestry.

Not all property in the Greater Bend WUI is provided wildland fire protection by ODF. During the reclassification process in 2009 however, Deschutes County elected to classify every parcel of

private land regardless of its protection status by ODF.

A detailed description of the standards is available from the Oregon Department of Forestry in the handbook for the Oregon Forestland – Urban Interface Fire Protection Act of 1997. This information is also available at [Oregon Wildland Urban Interface Act](#).

The Default Standards under the Oregon Forestland – Urban Interface Fire Protection Act of 1997 are:

- Establish a primary fuel break of 30-100 feet around structures;
- Create fuel breaks around driveways longer than 150 feet;
- Remove tree branches within 10 feet of chimneys;
- Remove any dead vegetation that overhangs a roof;
- Remove flammable materials from under decks and stairways;
- Move firewood 30 feet away from structures;

Property owners can also create and/or maintain defensible space, a fire-resistant buffer that allows for effective first-response firefighting and a significantly reduced risk of the spread of fire by participating in programs like FireFree and Firewise, which promote a variety of fire safe actions to help prevent the spread of fire, to protect individual homes and neighborhoods.

Property owners that live within the city limits of Bend do have to comply with local building codes and fire codes to reduce the catastrophe from wildfires. These codes allow for the City and Bend Fire and Rescue to restrict the use of combustible roofing materials, design new communities with adequate and proper access (ingress/egress) for emergency vehicles as well as adequate water supply and hydrant distribution; address sign specifications and road signs are also managed by Bend Fire and Rescue. There are also ordinances in effect that allow for the enforcement of vegetation abatement. All of these enforced code and ordinance provisions help reduce the number and severity of fires in the greater Bend area.

Recommendations to Reduce Structural Vulnerability including Ingress/Egress

There are approximately 46,262 structures spread across this CWPP boundary. The graphic and two tables that follow below summarize recommendations to reduce structural vulnerability. The lists are compiled with tips and suggestions from the FireFree and Firewise programs, which promote homeowner responsibility for reducing fire hazards on their property. More information about these programs can be found at www.firefree.org and www.firewise.org.



Home Safety Checklist for Home Ignition Zones:

Immediate Zone: 0-5

- Clean roofs, gutters and the area within 5' of the residence of all dead leaves, needles, flammable debris and vegetation
- Move any flammable material away from wall exteriors mulch, flammable plants, leaves and needles, firewood piles anything that can burn. Remove anything stored underneath decks or porches.

Intermediate Zone: 5-30

- Thin out dense groups of trees.
- Remove vegetation under trees and prune trees up to six to ten feet from the ground.

Extended Zone: 30- 100

- Dispose of heavy accumulations of ground debris.
- Remove dead plants and trees.
- Remove small trees growing between or under mature trees.

<u>What are ten steps I can do to prepare my defensible space?</u>	
<input type="checkbox"/>	Define your defensible space – at least 30 feet
<input type="checkbox"/>	Reduce flammable brush around your home and under nearby trees.
<input type="checkbox"/>	Prune or remove trees.
<input type="checkbox"/>	Keep grass and weeds cut low.
<input type="checkbox"/>	Clear wood piles and building materials away from your home.
<input type="checkbox"/>	Keep your yard and roof clean.
<input type="checkbox"/>	Keep address signs visible
<input type="checkbox"/>	Choose fire resistant building materials and lawn furniture.
<input type="checkbox"/>	Recycle yard debris – avoid burning.
<input type="checkbox"/>	Be prepared to respond to wildfire.

<u>What additional steps can I take to reduce risks to my home and neighborhood?</u>	
<input type="checkbox"/>	Remove all branches and limbs that overhang roofs.
<input type="checkbox"/>	Remove leaves & needles from gutters, roofs and decks.
<input type="checkbox"/>	Remove dead plants and brush.
<input type="checkbox"/>	Keep decks free of flammable lawn furniture, toys, doormats, etc
<input type="checkbox"/>	Screen vents and areas under decks with 1/8” metal mesh or fire-resistant siding.
<input type="checkbox"/>	Trim vegetation along driveways a minimum distance of 14’ wide x 14’ high for fire trucks.
<input type="checkbox"/>	Choose fire resistant plants. Visit www.extension.oregonstate.edu/deschutes to view <i>Fire-Resistant Plants for the Home Landscape</i> .
<input type="checkbox"/>	Increase Homeowner education and actions with programs such as FireFree, Firewise, Urban Interface Fire Protection Act.
<input type="checkbox"/>	Re-apply for Firewise USA® recognition annually, if applicable
<input type="checkbox"/>	If you are interested in a free home assessment call Bend Fire and Rescue or Oregon Department of Forestry
<input type="checkbox"/>	If burning debris outside Bend City Limits – call the Burn Line at Bend Fire and Rescue at 541-322-6335 to see if burning is allowed. Do not burn building materials

Education and Awareness of the Wildfire Threat

As stated in the purpose of the Greater Bend CWPP, four outcomes related to education and awareness for this planning effort are to:

- Instill a sense of personal responsibility for taking preventative actions regarding wildland fire,
- Increase public understanding of living in a fire-adapted ecosystem,
- Increase the community’s ability to prepare for, respond to and recover from wildland fires, and
- Increase the community’s ability to recover from wildland fires.

With these goals in mind, education and outreach are top priorities for the Greater Bend CWPP. The rapid influx of new property owners is just one reason the Steering Committee places a high value on the education of Greater Bend area property owners. Many new property owners and visitors are unfamiliar with wildland fire and have limited experience with issues like defensible space. Property owners and visitors will continue to benefit from clear examples of what a fire resilient forest and community look like as well as easy access to resources that help them take action.

There are several opportunities to enhance educational efforts in the Greater Bend area. Bend Fire and Rescue, the USFS, BLM, ODF, the Central Oregon Fire Prevention Cooperative and Project Wildfire all provide wildland fire preparedness programs through a variety of individual and collaborative efforts. Realty and insurance agencies are identified as partners to help educate and raise awareness for members of the community that may be new to the area. The Steering Committee for the Greater Bend CWPP is committed to maintaining and enhancing these partnerships.

Property owners are strongly encouraged to learn more about how they can reduce the hazards on their own property. Property owners may also find additional information on how they can reduce hazards and protect themselves at www.firefree.org and www.firewise.org.

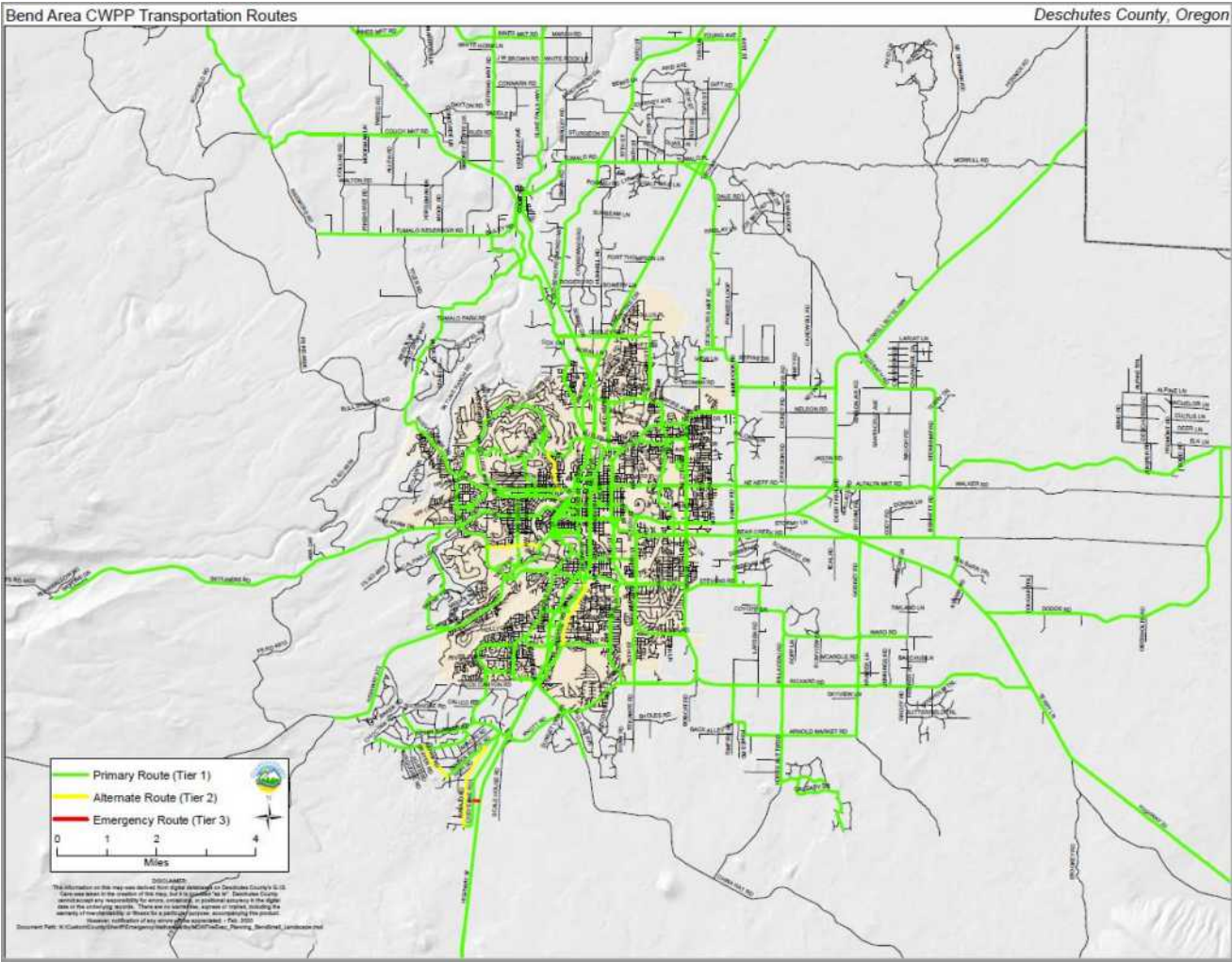
Identify, Improve and Protect Critical Transportation Routes

As noted in the Community Assessment of Risk, the Steering Committee defined Critical Transportation Routes as:

- all routes necessary for the support of routine flow of commerce to and/or through the Greater Bend area,
- all routes that could be used for potential evacuation of property owners and visitors from a wildland fire threat to public safety,
- routes needed for emergency ingress and egress to a wildland fire incident, not including unimproved or “two-track” roads,
- and, all routes needed to protect and support critical infrastructure (power substations, communication transmission lines, water and fuel storage, public service facilities, recreation facilities, etc.).

The steering committee recognized the need to translate the definition above into a map that

identifies these routes. The Deschutes County Sherriff's office in cooperation with other first responders has begun to develop a map that identifies existing critical transportation routes in the Greater Bend CWPP area and throughout the County. The map below illustrates these routes as of 2021. The Steering Committee will assist in conducting further assessments to determine the evacuation needs and identify potential projects developing new routes and/or improving existing routes. The Steering Committee will continue to encourage federal land managers to work with the Greater Bend community to minimize closures of roads that could be considered critical transportation routes.



The figure above shows critical transportation routes identified in the Greater Bend CWPP area

Evaluation and Monitoring

The Steering Committee faced a complex task in the comprehensive revision of the Greater Bend Community Wildfire Protection Plan. Implementing and sustaining the efforts outlined in the Action Plan will require a significant time and financial commitment. Building a collaborative and cooperative environment with Bend Fire and Rescue, Deschutes County RFPD #2, community-based organizations, local government and the public land management agencies has been the first step in reducing the risk of loss from wildland fire. The Steering Committee pledges to maintain this cooperation with the public over the long-term with the commitment of all the parties involved.

At a minimum, the Greater Bend CWPP Steering Committee shall include: representatives from Bend Fire & Rescue; Deschutes County Rural Fire Protection District #2; Oregon Department of Forestry (ODF); the City of Bend; Bureau of Land Management (BLM) and the US Forest Service (USFS); the Deschutes County Forester; and the Program Director from Project Wildfire, along with members of the public.

The Steering Committee agrees that the Greater Bend Community Wildfire Protection Plan will be a living document, intended to promote fuels reduction, educational, and other projects to decrease overall risks of loss from wildland fire. The Greater Bend CWPP will be revisited at least annually to address its purpose.

Bend Fire and Rescue will work with Project Wildfire to convene the Steering Committee as often as the Steering Committee deems necessary to implement and review the Greater Bend Community Wildfire Protection Plan. Topics for discussion can include:

- Identification and assessment of new or treated risks.
- Evaluation and tracking of progress toward goals.
- Updating of maps.
- Adoption of new and/or revised priorities.
- Identification of specific projects.
- Discussions of grant opportunities and determination of projects eligible for funding.
- Writing of grants.
- Identification of appropriate projects to address additional items as outlined in the Action Plan for Structural Vulnerability, Education and Critical Transportation Routes.
- Coordination of additional items, projects and assessments.

Bend Fire and Rescue and Project Wildfire will ensure that the evaluation and monitoring activities listed above are addressed by the Steering Committee each year. As members of the Steering Committee change, Project Wildfire will ensure that it maintains a balanced representation of agency and public members, with a continued focus on inviting interested parties to participate in the review and planning process.



Oregon Wildfire Risk Explorer- Advanced Report

Greater Bend
232,675 Acres: (364 Sq. Miles)



Generated: June 9, 2021

Weather and vegetation conditions vary daily and seasonally. For current conditions and local fire restrictions, contact your local fire district or visit: www.keeporegongreen.org/current-conditions

INTRODUCTION

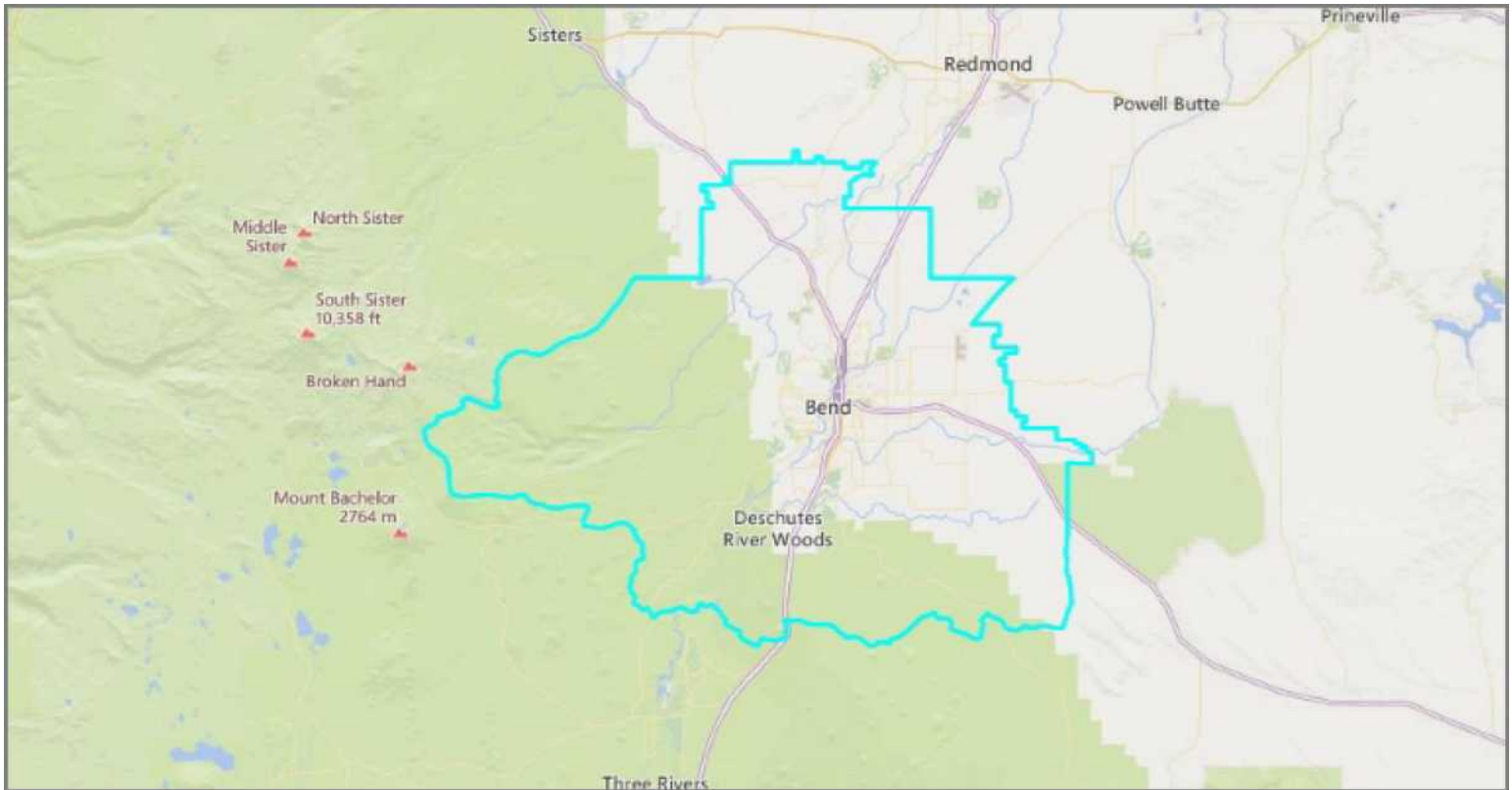
This report summarizes wildfire risk in **Greater Bend** from the [Advanced Oregon Wildfire Risk Explorer map viewer](#) (OWRE). Wildfire risk combines the likelihood of a fire occurring with the exposure and susceptibility of valued resources and assets on the landscape.

Nearly all areas in Oregon experience some level of wildfire risk. Conditions vary widely with local topography, fuels, and local weather, especially local winds. In all areas, under warm, dry, windy, and drought conditions, expect higher likelihood of fire starts, higher fire intensities, more ember activity, a wildfire more difficult to control, and more severe impacts.

Greater Bend in Oregon



Greater Bend Reference Map



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GUIDELINES

The OWRE Advanced Report provides wildfire risk information for a customized area of interest to support Community Wildfire Protection Plans (CWPPs), Natural Hazard Mitigation Plans (NHMPs), and fuels reduction and restoration treatments in wildfire-prone areas in Oregon. Here are some things you need to know about this information:

The Advanced OWRE map viewer provides **wildfire risk assessment** data primarily from the 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, produced by the US Forest Service with a coalition of local fire managers, planners, and natural resource specialists in both Washington and Oregon. The assessment uses the most current data (incorporating 2017 fires) and state-of-the-art fire modeling techniques, and is the most up-to-date wildfire risk assessment for Oregon. The assessment characterizes risk of large wildfires (>250 acres). Data also comes from the 2013 West Wide Wildfire Risk Assessment, Oregon Department of Forestry (ODF), and other sources.

Wildfire risk is modeled at a landscape scale. The data does not show access for emergency response, home construction materials, characteristics of home ignition zones, or NFPA Firewise USA® principles. For CWPP and NHMP updates you may want to **consider two scales**:



- first, use data from the OWRE to characterize and understand the fire environment and fire history in your area broadly at a landscape scale, focusing on watersheds or counties;
- then, overlay local knowledge, focusing on communities, fire protection capabilities, local planning areas, and defensible space concepts for neighborhoods and homes.

The OWRE Advanced Report will provide the landscape context of the current fire environment and fire history upon which you can build your local plans toward resilience by preparing and mitigating the larger landscape wildfire risk.

The OWRE Advanced Map Viewer and Report will not replace local knowledge of communities you may consider high risk. Continue to use local Fire Department and ODF knowledge to generate CWPP concern areas. OWRE will produce broad scale maps for your CWPP area as a whole, but maps and data will contain some inaccuracies, which are most prevalent at fine scales.

Recommended additional information sources for wildfire planning:

- Oregon Department of Forestry CWPP list - <https://www.oregon.gov/ODF/Fire/Pages/CWPP.aspx>
- Oregon Explorer Communities Reporter - demographic and other data for counties and communities <https://oe.oregonexplorer.info/rural/CommunitiesReporter/>
- Wildland Urban Interface Toolkit - https://www.usfa.fema.gov/wui_toolkit/wui_planning.html
- Wildland Urban Interface Wildfire Mitigation Desk Reference Guide - <https://www.nwccg.gov/sites/default/files/publications/pms051.pdf>
- Oregon Spatial Data Library - <https://spatialdata.oregonexplorer.info/geoportal/>
- NFPA Firewise USA® - teaching people how to adapt to living with wildfire and encouraging neighbors to work together and take action to prevent losses. - <https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>
- Headwaters Economics - Full Community Costs of Wildfire - <https://headwaterseconomics.org/wildfire/homes-risk/full-community-costs-of-wildfire/>

This Advanced Wildfire Risk Report was generated from the Advanced Oregon Wildfire Risk Explorer map viewer at: tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning. This site is intended for wildfire professionals and planners. For a basic summary of wildfire risk geared toward a public audience, visit the basic OWRE map viewer: tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfire.



WILDFIRE RISK ASSESSMENT CONCEPTS & DATA

The Advanced Oregon Wildfire Risk Explorer (OWRE) map viewer organizes data into folders based on wildfire risk concepts. All OWRE advanced reports will include information about Overall wildfire risk, Burn probability, Flame length, Overall potential impact, Hazard to potential structures, Fire history, Land management, and Estimated housing density. Users can select additional data layers of interest, which will appear after the layers listed above.

Wildfire Risk

Overall wildfire risk takes into account both the likelihood of a wildfire and the exposure and susceptibility of mapped valued resources and assets combined. The dataset considers (1) the likelihood of wildfire >250 acres (likelihood of burning), (2) the susceptibility of resources and assets to wildfire of different intensities, and (3) the likelihood of those intensities. Blank areas either have no currently mapped assets or resources and/or are considered a non-burnable fuel in terms of wildfire. Note that agricultural lands are considered non-burnable in this map, even though fires can occur in these areas and may spread into more typically considered burnable areas such as forested lands. Data layers include: Overall wildfire risk, Wildfire risk to assets, and Wildfire risk to people and property.

Wildfire Threat

Wildfire threat shows the likelihood of a large wildfire, the average intensity and the likelihood of higher intensities, conveyed by flame length. Data layers include: Burn probability, Average flame length, Probability of exceeding 4' flames, and Probability of exceeding 8' flames. Additional data layers that show wildfire threat are found under the Fire History and Active Fires folder, where historical fire starts and historical fire perimeters are located.



Wildfire Potential Impacts

Wildfire potential impacts shows the actual exposure of mapped resources and assets. The data layers do not incorporate the likelihood of burning, they only show the consequence of wildfire if it were to occur. Data layers include: Overall potential impact, Potential impact to people and property, Potential impact to infrastructure, Potential impact to timber resources, Potential impact to wildlife, and Potential impact to forest vegetation. The layers (Potential impact to timber resources, wildlife, and forest vegetation) may be useful when targeting fuels treatment. These layers are influencing the "Benefit" areas in the Overall wildfire risk map - they show areas where there is ecological opportunity to restore historical or desired conditions and/or potentially reduce the risk of catastrophic wildfire with managed fire use or other management. The Potential impact to forest vegetation optional report element is coupled with historical fire regime information to give basic context when comparing historical and current conditions.

Hazard to Potential Structures

Hazard to potential structures depicts the hazard to hypothetical structures in any area if a wildfire were to occur. This differs from Potential Impacts, as those estimates consider only where people and property currently exist. In contrast, this layer maps hazard to hypothetical structures across all directly exposed (burnable), and indirectly exposed (within 150 meters of burnable fuel) areas in Oregon. As with the Potential Impacts layers, the data layer does not take into account wildfire probability, it only shows exposure and susceptibility.

Fire Model Inputs and Fuelscape

These layers are the fuels and topography used to run the fire model in the 2018 Pacific Northwest Quantitative Wildfire Risk Assessment. Data layers include: Fuel models, Fuel model groups, Forest canopy base height, Forest canopy height, Forest canopy cover, Forest canopy bulk density, Slope, Elevation and Aspect. Fuel models and groups characterize local surface vegetation composition relative to carrying fire more precisely than a basic land cover or vegetation maps. Fuel models indicate the type of potential wildfire based on the fuels that will ignite and spread fire. Canopy data layers characterize vegetation structure for fire modeling: base height, cover, and bulk density estimates can show where there may be propensity for ladder fuels (ground vegetation and trees that reach up to tree branches and upper forest canopy), and where contiguous forest canopies have potential for canopy fire. Note that not all of these layers are available to select for use in the OWRE advanced reports, but all of them are available for download and they are described in the metadata. Also note that weather, the third part of the three major elements that determine wildfire occurrence and intensity, is not included in this data distribution - please see the full report to understand the weather parameters used in the assessment.

For more detailed information, please see the full 2018 PNW Quantitative Wildfire Risk Assessment report:

oe.oregonexplorer.info/externalcontent/wildfire/reports/20170428_PNW_Quantitative_Wildfire_Risk_Assessment_Report.pdf

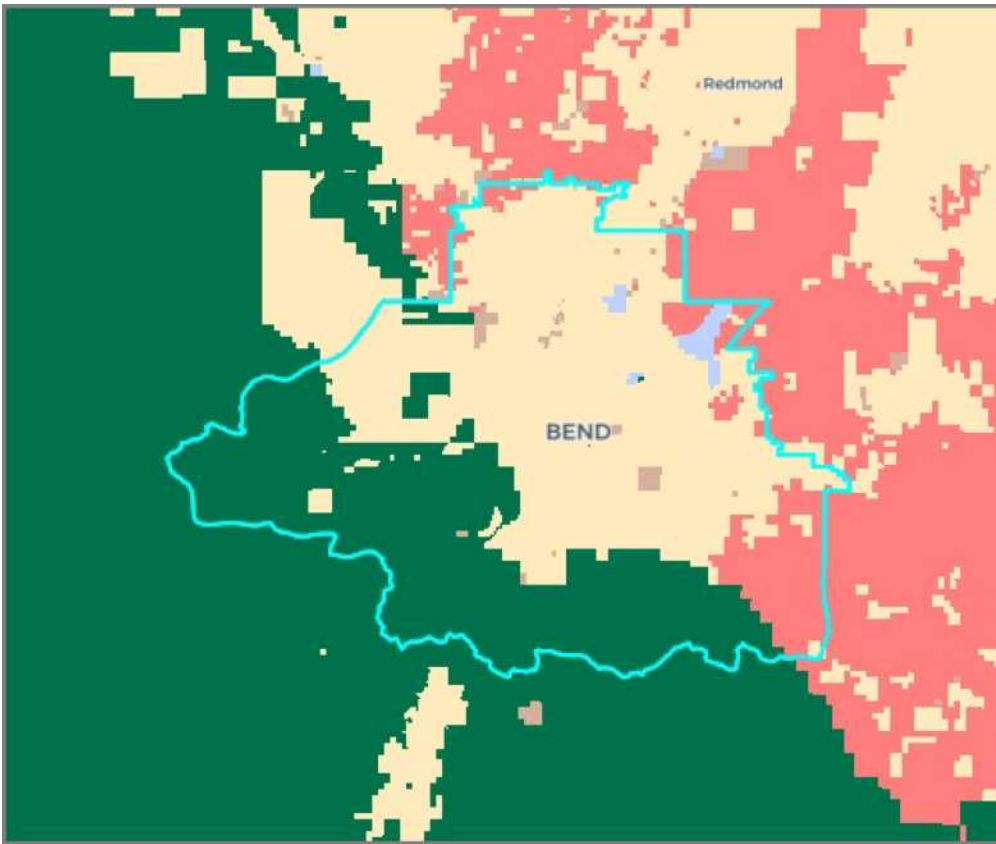


Greater Bend
232,675 Acres: (364 Sq. Miles)



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LAND OWNERSHIP AND MANAGEMENT

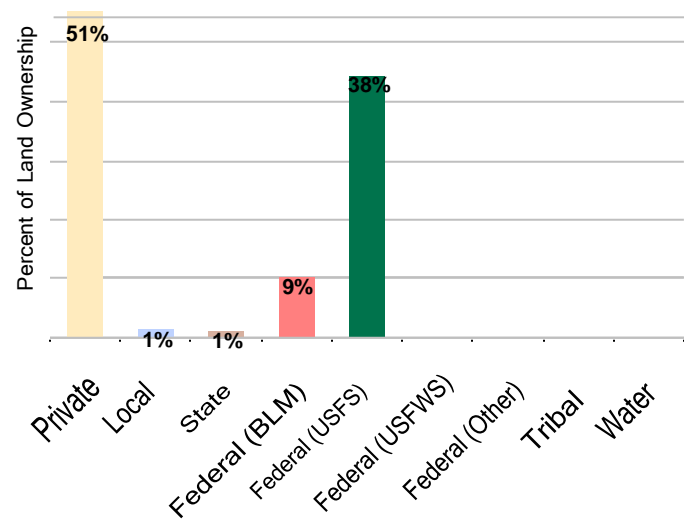


Knowing the land ownership and management in an area is important for hazard planning and awareness when wildfires occur. Oregon has a complete and coordinated wildfire management system between local, private, tribal, state, and federal agencies. These entities participate to fight fire in local areas and throughout the state according to their jurisdictions and protection responsibilities. Different land owners and managers have a variety of highly valued resources and assets to protect. Agencies differ in land use and overall management, including fire management.

The map, table and charts below show the breakdown of ownership types in your area.

Greater Bend

	Major Landowner/Manager	Acres
	Private	118,470
	Local	2,800
	State	2,166
	Bureau of Land Management (BLM)	20,553
	US Forest Service (USFS)	88,685
	US Fish & Wildlife (USFWS)	0
	Other Federal	0
	Tribal	0
	Water	0



Source: Bureau of Land Management, 2015

* Values may add up to over 100% due to rounding precision



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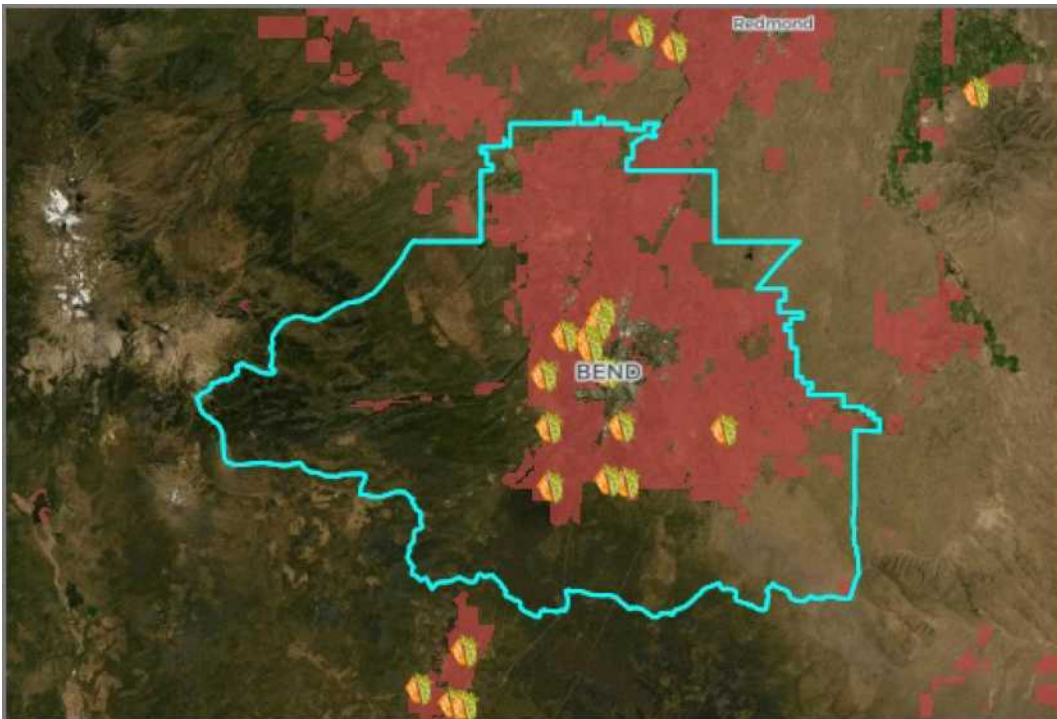
OREGON WUI COMMUNITY HAZARD RATINGS

Counting locally identified communities and neighborhoods, there are up to 6.9 million acres of Wildland Urban Interface (WUI) areas in Oregon. These areas were identified using a base WUI dataset from Radeloff, V.C., et. al, 2017 (published by USFS RDA), which incorporated 2010 census and 2011 land cover data. Locally mapped communities from Community Wildfire Protection Plans (CWPPs) from 2008 through 2013 were associated with the WUI geography. Department of Land Conservation & Development 2017 Oregon Land Use Zoning was also included for recent residential and developed or developing rural growth since the 2010 census. A cross-check was also made with the “100 Communities at Risk” report from the QWRA. Note that this WUI acreage contrasts with the 2.4 million acres from the West Wide Risk Assessment (Where People Live/Wildland Development Areas). The source Radeloff et. al WUI data used census block housing counts and land cover as opposed to WWRA Landscan night lights and housing densities. Acreage is larger in this Oregon WUI due to some rural areas having built environments along roads that spline two or more large census blocks, and we erred on the side of inclusion to add those entire areas to the dataset and not disrupt the original WUI geography. Also very small rural town centers that can potentially be encompassed by catastrophic wildfire, are kept whole in the Oregon WUI dataset.

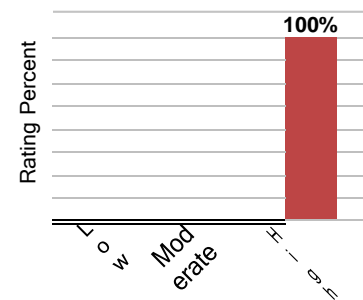
Burn Probability from the QWRA was used to assign a wildfire hazard rating to the built environment and homes in these areas. Hazard levels are based on modeled vegetation, not on building construction materials or ingress/egress issues. For a comprehensive analysis of wildfire risk and understanding of the potential threat of wildfire to your community, view the WUI combined with local fire starts and information in your Community Wildfire Protection Plan. A Community Wildfire Protection Plan (CWPP) is the product of collaboration between local communities and agencies interested in reducing wildfire risk and addressing response in a comprehensive plan. It also allows counties to prioritize and mitigate high risk areas, enhance safety and better protect themselves and their forested landscapes from wildfire.

Even in areas where risk is high, defensible space and Firewise USA® principles can be incredibly useful in minimizing the risk to homes in the Wildland Urban Interface.

Greater Bend



WUI Hazard Area Acres in Greater Bend



Rating	Acres
Low	0
Moderate	0
High	88,901
Firewise Site	

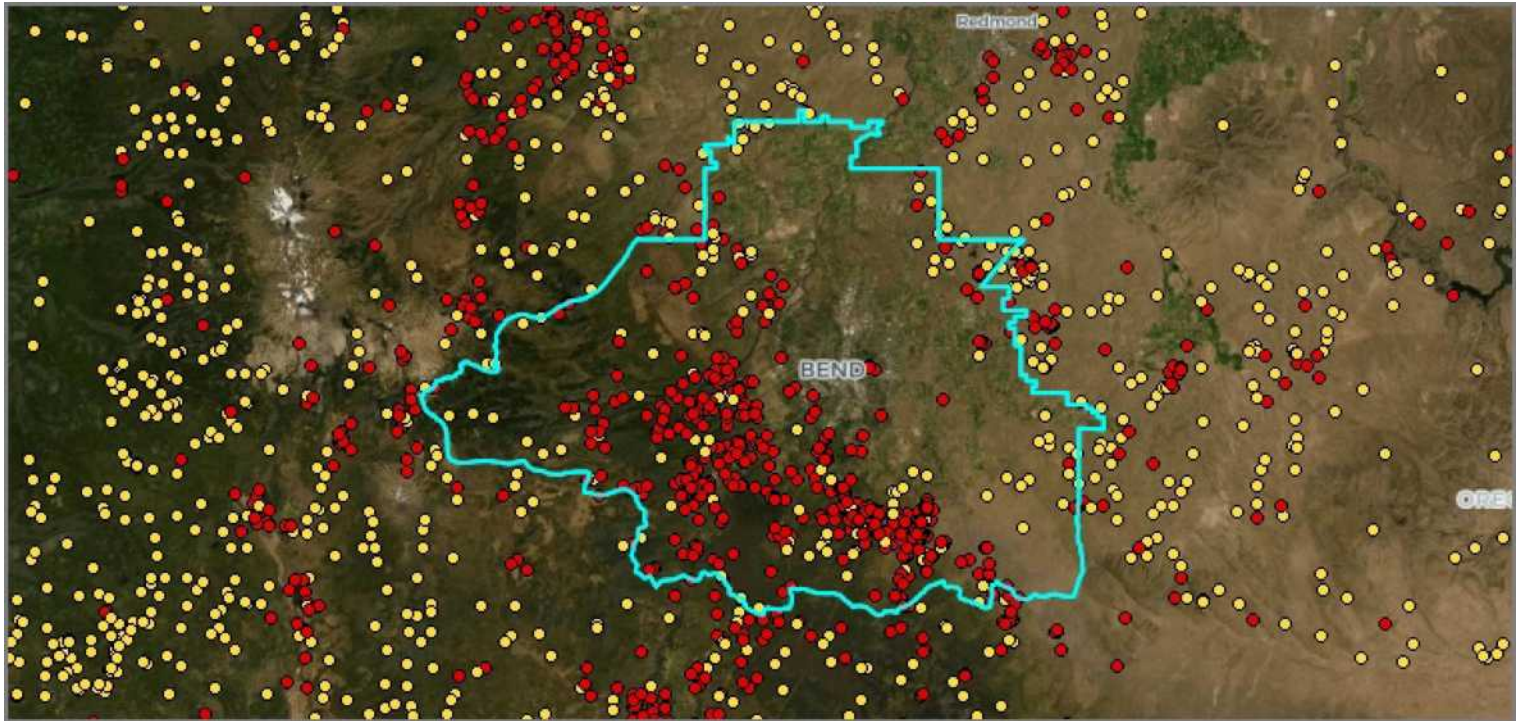


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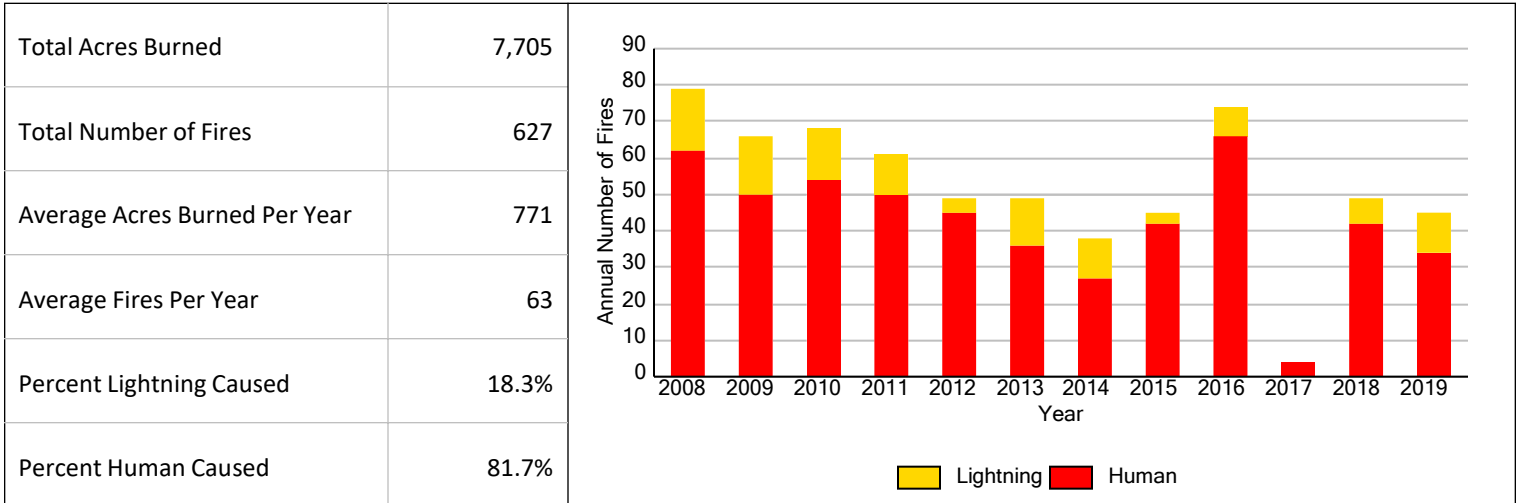


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FIRE HISTORY - FIRE IGNITIONS



Greater Bend fire starts between 2008-2019



Knowing where and why fires start is the first step in awareness, prevention, and mitigation. Viewing local fire starts in conjunction with burn probability (provided later in this report) provides a comprehensive view of local fire history and potential.

Statewide, 71% of fires recorded by ODF are human-caused, and many of these fires are near populated areas. Lightning caused fires make up only 29% of fire starts, but tend to burn more acres as they are often located in remote areas.

The map, table and charts on this page show the cumulative number fire starts in your area.

Source: Short, K. and Oregon Department of Forestry, 2019



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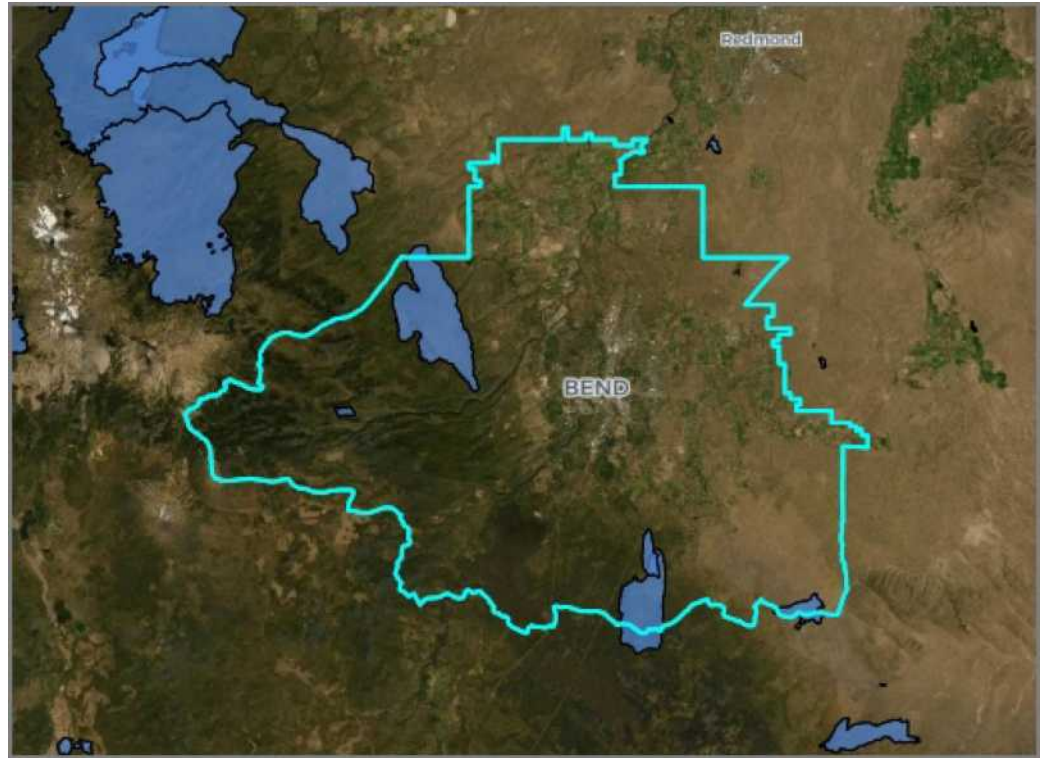


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FIRE HISTORY - FIRE PERIMETERS

Although most wildfires in Oregon are human-caused and suppressed quickly while small, Oregon has experienced many large wildfires. The map and table below show the footprints of fires that have occurred in your area since 2000.

 Perimeter



Wildfires in Greater Bend

Wildfire Name	Year	Acres Burned
0215 COUGAR BUTTE NW	2017	150
Two Bulls	2014	6,906
Woodside Ranch	2007	595
Cave	2005	853
18 Road	2003	3,811

Source: National Interagency Fire Center: <https://www.nifc.gov/>

For more information about previous large wildfires, see: National Interagency Fire Center https://www.nifc.gov/fireInfo/fireInfo_main.html



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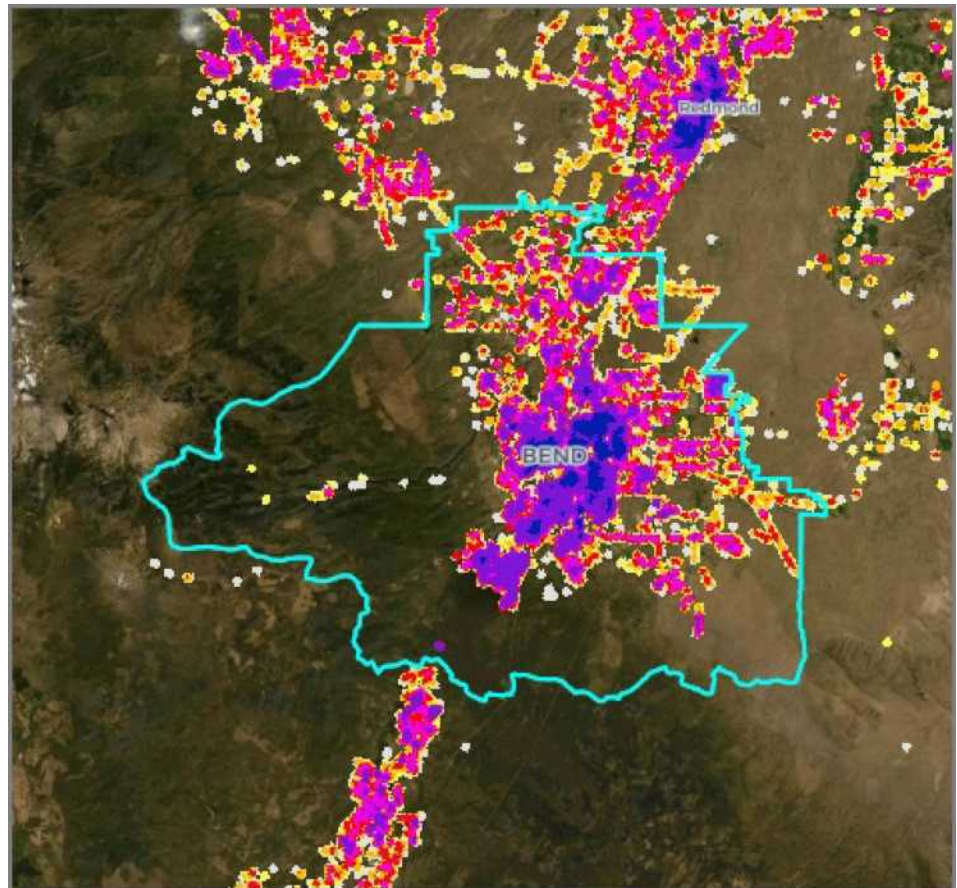
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HOUSING DENSITY - WHERE PEOPLE LIVE

Areas where people live are a primary concern when assessing wildfire risk. Especially critical is the Wildland Urban Interface (WUI) - areas where houses and other development meet or mix with undeveloped natural areas, with a close proximity of houses and infrastructure to flammable wildland vegetation.

In the U.S., the number of homes in the WUI increased by 13.4 million since 1990. This expansion of the WUI poses particular challenges for wildfire management, creating more structures and populations at risk in environments where firefighting is often difficult. In Oregon, nearly 2.4 million acres are considered WUI areas, about 3.8% of the state. Of the nearly 1.7 million homes in Oregon, over 603,000, or 36%, are in the WUI.

The map and table on this page shows the location and density of where people live in your area.



Greater Bend housing density

Category	Acres	%*
<1 house per 40 acres	6,738	3
1 per 40 acres to 1 per 20 acres	6,119	3
1 per 20 acres to 1 per 10 acres	10,268	4
1 per 10 acres to 1 per 5 acres	11,279	5
1 per 5 acres to 1 per 2 acres	14,446	6
1 per 2 acres to 3 per acres	16,743	7
> 3 per acres	4,264	2

Source: 2013 West Wide Wildfire Risk Assessment, ODF

* Values may add up to over 100% due to rounding precision



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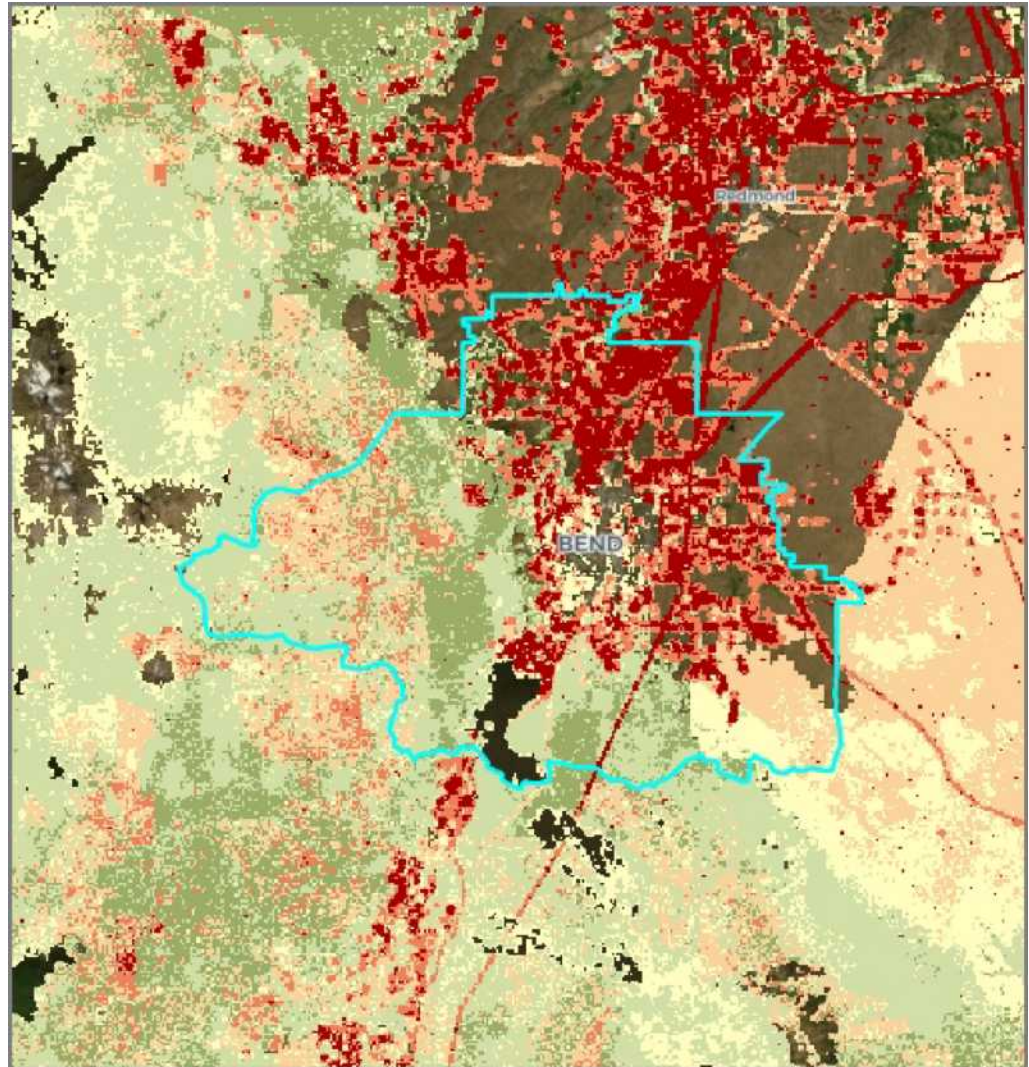
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OVERALL WILDFIRE RISK

Overall wildfire risk combines both the likelihood of a wildfire and the expected impacts of a wildfire on highly valued resources and assets. (See other sections for more information on Burn probability and Overall potential impact.) Overall wildfire risk also reflects the susceptibility of resources and assets to wildfire of different intensities, and the likelihood of those intensities.

Mapped resources and assets include critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and terrestrial and aquatic wildlife habitat.

The data values in the overall wildfire risk map and chart reflect a range of impacts from a very high negative value, where wildfire is detrimental to one or more resources or assets, to positive, where wildfire has an overall benefit (e.g., forest health or wildlife habitat).



Overall wildfire risk: Legend	
	Very High Wildfire risk is very highly negative (top 5% of values).
	High Wildfire risk is highly negative (80th to 95th percentile).
	Moderate Wildfire risk is moderately negative (50th to 80th percentile).
	Low Wildfire risk is slightly negative(29th to 50th percentile).
	Low Benefit Wildfire is slightly beneficial (14.5 to 29th percentile).
	Benefit Wildfire is beneficial overall (0-14.5th percentile).
	Non-burnable There are no highly valued resources or assets mapped in the area, or it is considered non-burnable (urban, agriculture, etc).



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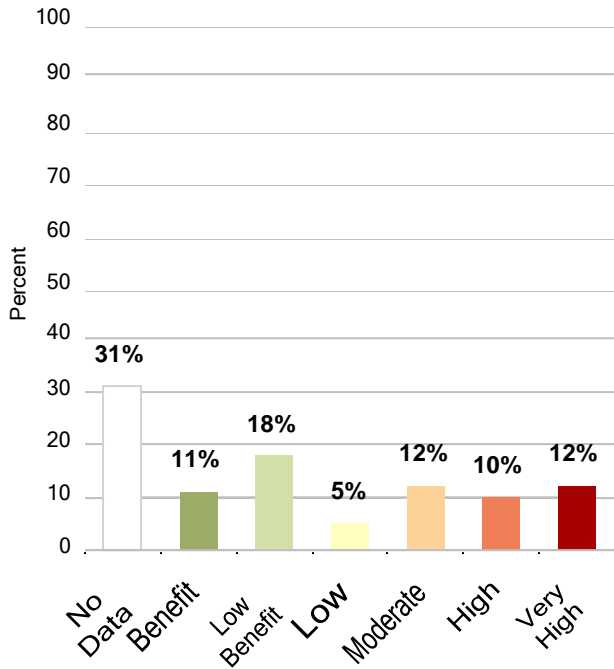
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This page contains additional information about overall wildfire risk, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Overall wildfire risk in Greater Bend: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	28,976	25,454	556	286	1,710	970	0	0	0
High	22,795	17,195	336	237	1,441	3,586	0	0	0
Moderate	28,031	8,442	16	135	6,598	12,840	0	0	0
Low	12,294	2,361	2	60	1,732	8,139	0	0	0
Low Benefit	42,253	6,951	2	282	47	34,971	0	0	0
Benefit	25,482	7,815	1	79	14	17,573	0	0	0
No Data	72,847	50,239	1,888	1,095	9,009	10,616	0	0	0
Total Area	232,678	118,457	2,801	2,174	20,551	88,695	0	0	0

Overall wildfire risk in Greater Bend *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Overall wildfire risk in Greater Bend: sub-watershed summary map. Overall wildfire risk is summarized at the sub-watershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.



Greater Bend
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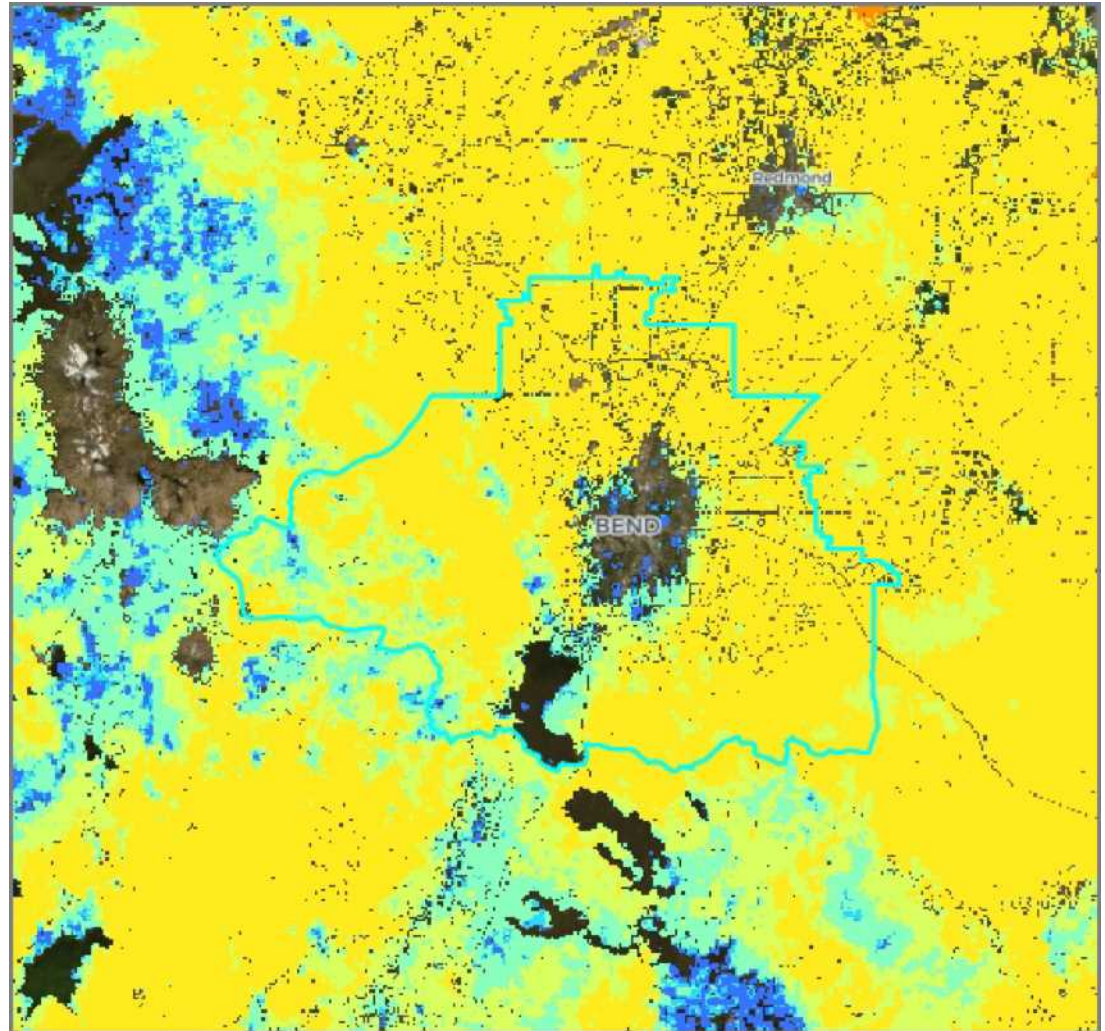


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BURN PROBABILITY

Burn probability shows the annual likelihood of a wildfire greater than 250 acres in size occurring, considering weather, topography, fire history, and fuels (vegetation). This estimate includes fire history from 1992 through recently disturbed fuels from large Oregon wildfires in notable years 2013, 2014, 2015, and 2017.

Only large wildfires over 250 acres in size are included because they are the most influential on the landscape and they can be simulated using computer software. Most fire occurrences are less than 250 acres (see fire history section). Although these smaller fires have a low impact on the broader landscape, they can have significant local impacts, especially in areas with human activity and infrastructure.



Burn probability	
Very High	Greater than 1 in 50 chance of a wildfire >250 acres in a single year (>96th percentile).
High-Very High High	Between 1 in 500 and 1 in 50 chance of a wildfire >250 acres in a single year (29th to 96th percentile).
Moderate-High Moderate	Between 1 in 5,000 and 1 in 500 chance of a wildfire >250 acres in a single year (11th to 29th percentile).
Low-Moderate Low	Less than approximately 1 in 5,000 chance of a wildfire >250 acres in a single year (up to the 11th percentile).
Non-burnable	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.



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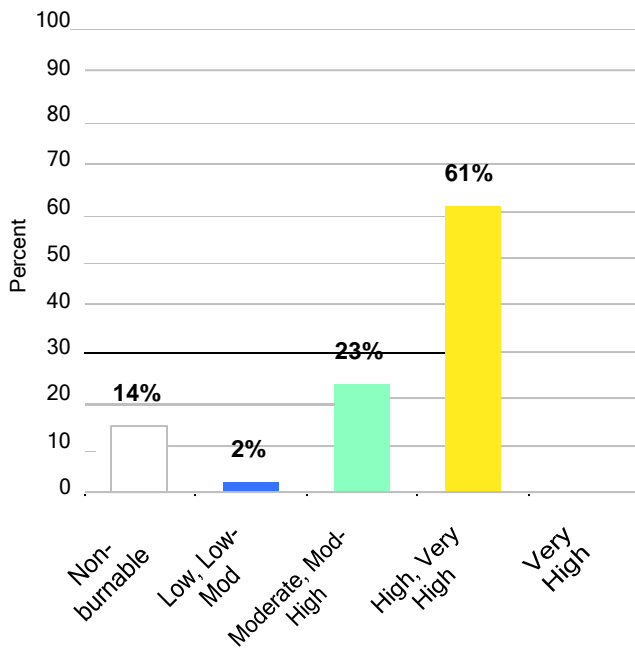
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This page contains additional information about burn probability, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Burn probability in Greater Bend: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	0	0	0	0	0	0	0	0	0
High, Very High	143,004	75,251	2,329	1,257	18,454	45,713	0	0	0
Moderate, Mod-High	53,069	16,184	189	560	1,572	34,564	0	0	0
Low, Low-Mod	4,222	2,651	0	90	0	1,481	0	0	0
Non-Burnable	32,384	24,371	283	268	526	6,936	0	0	0
Total Area.	232,679	118,457	2,801	2,175	20,552	88,694	0	0	0

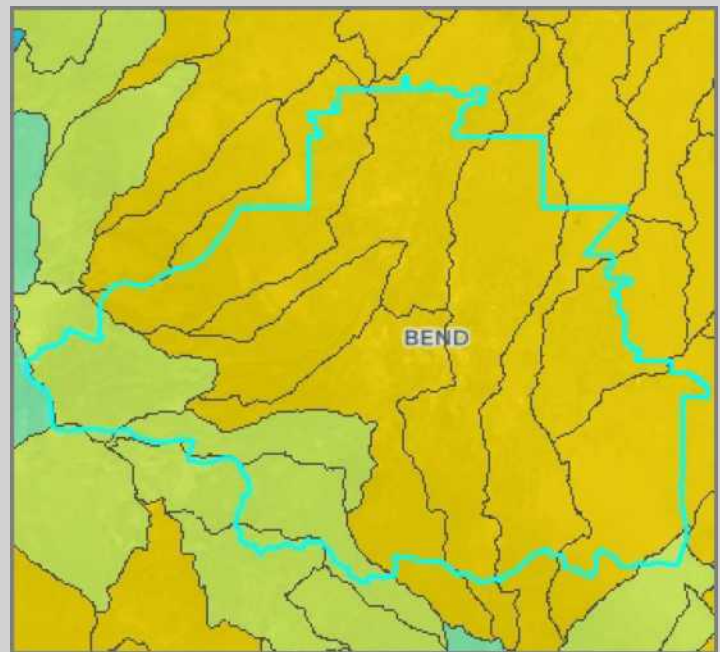
Burn probability in Greater Bend *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Burn probability in Greater Bend: sub-watershed summary map. Burn probability is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.





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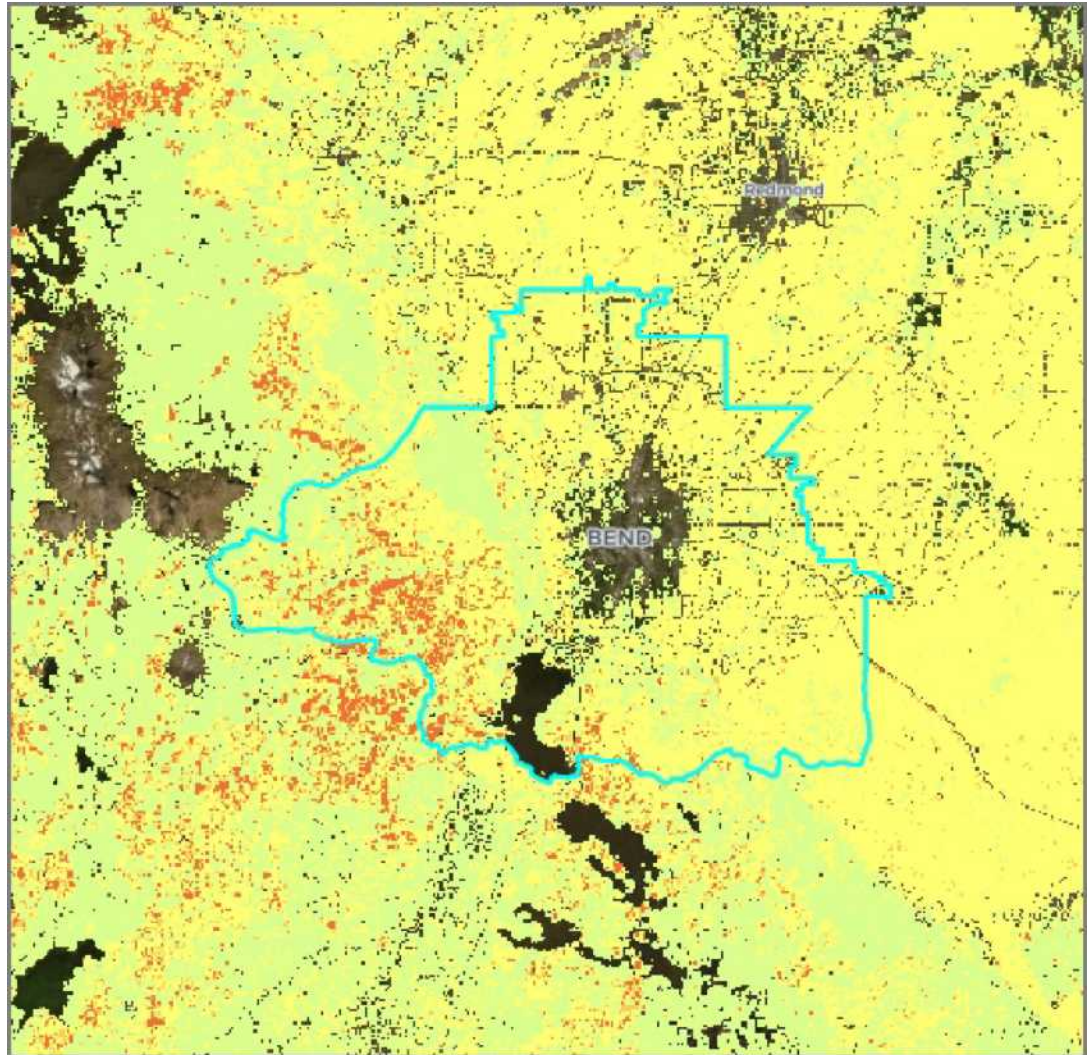
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FIRE INTENSITY - FLAME LENGTHS






Flame length is an indication of fire intensity, which is a primary factor to consider for gauging potential impacts to values at risk and for firefighter safety. It can also guide mitigation work to reduce the potential for catastrophic fires by reducing fire intensity and flame length.

Under normal weather conditions average flame lengths within your area are shown, and the associated table describes the expected fire behavior in each average flame length category.

Conditions vary widely with local topography, fuels, and local weather, especially local winds. In all areas, under warm, dry, windy, and drought conditions, expect higher likelihood of fire starts, higher fire intensities, more ember activity, a wildfire more difficult to control, and more severe impacts.



Average fire intensity - flame lengths under normal weather conditions

 > 11 foot	Fires may exhibit greater than 11-foot average flames with major fire movement, tree crowning, longer-range spotting and ember travel.
 8-11 foot	Fires may exhibit 8-11 foot average flames with tree torching and increased ember travel.
 4-8 foot	Fires may exhibit 4-8 foot average flames, and embers may travel moderate distances.
 4 foot	Fires may exhibit 4 foot average flames.
 Non-burnable	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.



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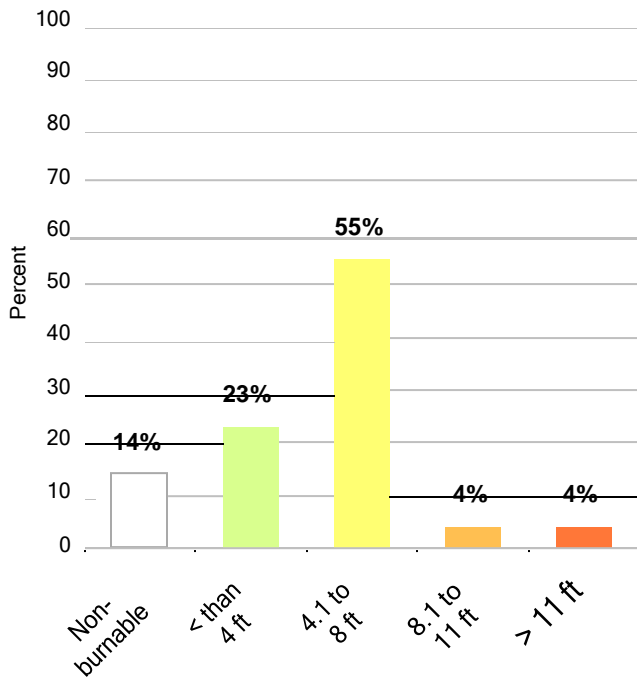
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This page contains additional information about fire intensity, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Greater Bend average fire intensity - flame lengths estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
> 11 ft	9,808	1,132	0	15	25	8,636	0	0	0
8 - 11 ft	8,405	2,805	50	31	286	5,233	0	0	0
4 - 8 ft	128,265	64,907	2,106	1,315	18,203	41,734	0	0	0
> 0 - 4 ft	53,818	25,242	362	546	1,512	26,156	0	0	0
Non-burnable	32,384	24,371	283	268	526	6,936	0	0	0
Total Area	232,680	118,457	2,801	2,175	20,552	88,695	0	0	0

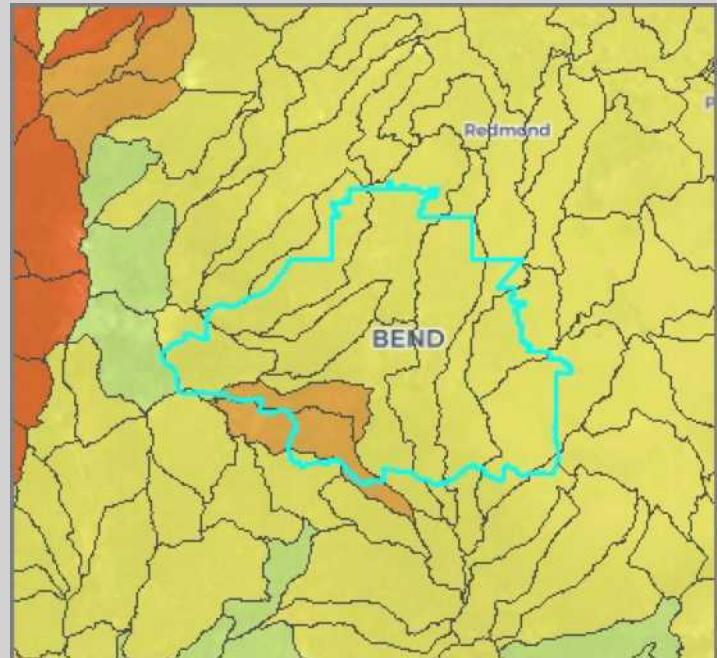
Fire intensity - flame length in Greater Bend *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Fire intensity in Greater Bend: sub-watershed summary map. Fire intensity is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.





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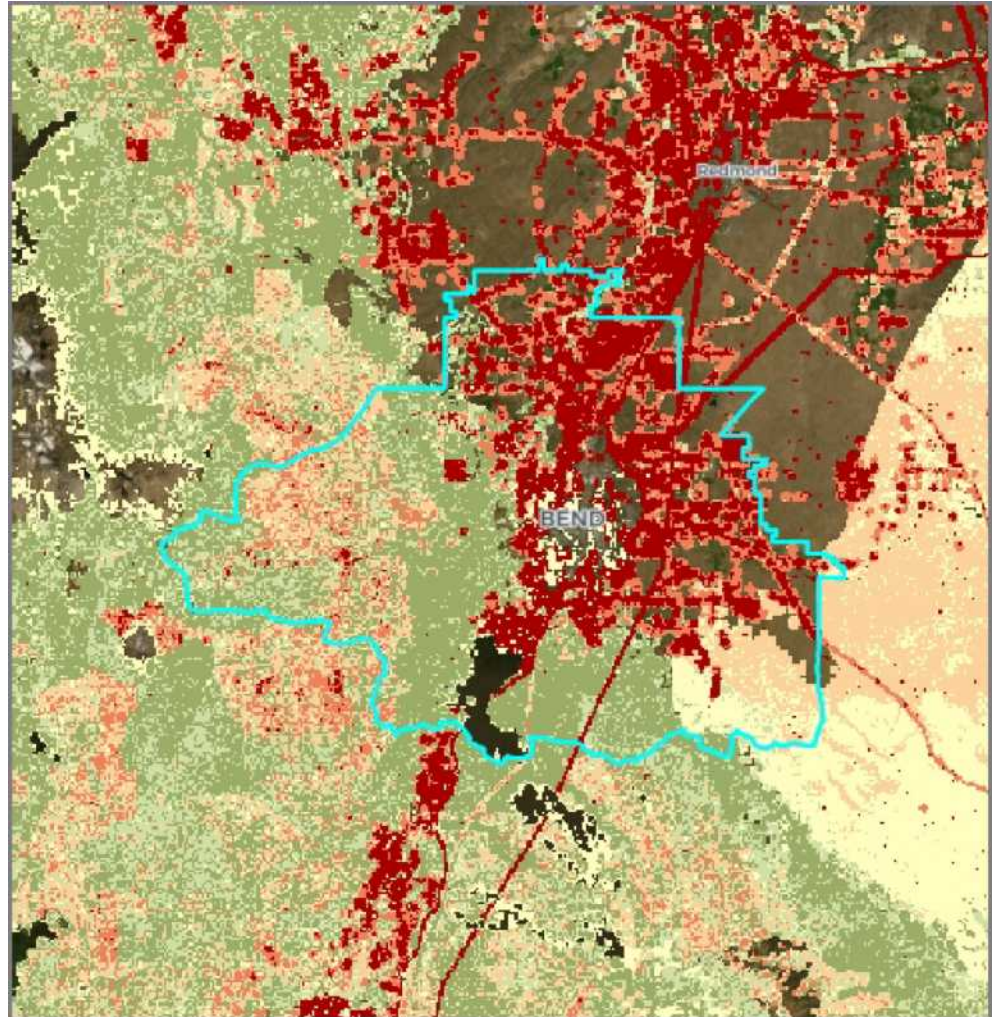
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OVERALL POTENTIAL IMPACT

Overall potential impact represents the exposure or consequence of wildfire on all mapped highly valued assets and resources combined, including critical infrastructure, developed recreation, housing density, seed orchards, sawmills, historic structures, timber, municipal watersheds, vegetation condition, and selected terrestrial and aquatic wildlife habitat.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative consequence, where wildfire is detrimental (e.g., high exposure to structures, infrastructure, or sensitive habitat), to a positive impact of wildfire, where wildfire will produce an overall benefit (e.g., improving forest health or wildlife habitat).



Overall potential impact (if a wildfire were to occur)	
Very High	Overall potential impact is very highly negative (top 5% of values).
High	Overall potential impact is highly negative (80-95th percentile).
Moderate	Overall potential impact is moderately negative (50-80th percentile).
Low	Overall potential impact is slightly negative (30-50th percentile).
Low Benefit	Overall potential impact is slightly beneficial at low flame lengths (15-30th percentile).
Benefit	Overall potential impact is slightly beneficial, with a cumulative positive impact of fire (0-15th percentile).
No Data (blank)	There are no highly valued resources or assets mapped in the area or it is non-burnable (urban, agriculture, barren, etc).



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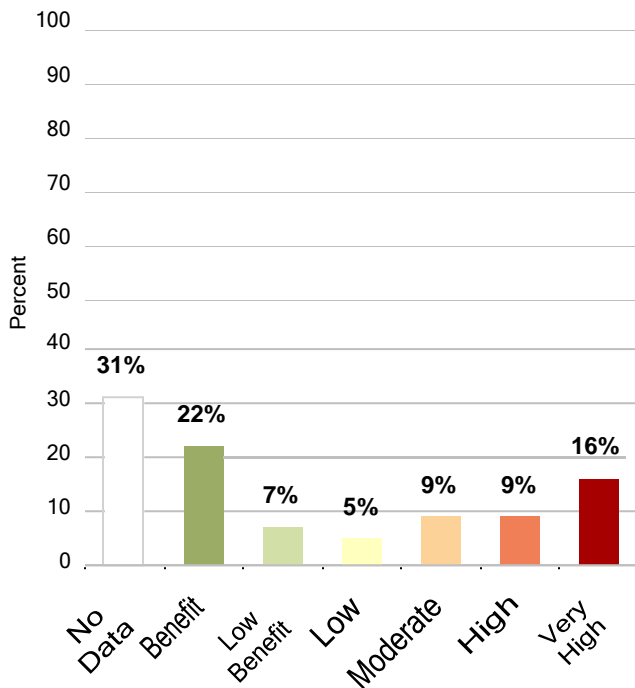
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This page contains additional information about overall potential impact, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Greater Bend overall potential impact estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	37,165	32,131	643	406	1,983	2,002	0	0	0
High	20,071	12,557	260	171	1,176	5,907	0	0	0
Moderate	22,013	6,088	5	74	5,714	10,132	0	0	0
Low	11,905	2,611	2	66	2,521	6,705	0	0	0
Low Benefit	16,976	4,299	1	271	142	12,263	0	0	0
Benefit	51,704	10,531	2	93	8	41,070	0	0	0
No Data	72,847	50,239	1,888	1,095	9,009	10,616	0	0	0
Total Area	232,681	118,456	2,801	2,176	20,553	88,695	0	0	0

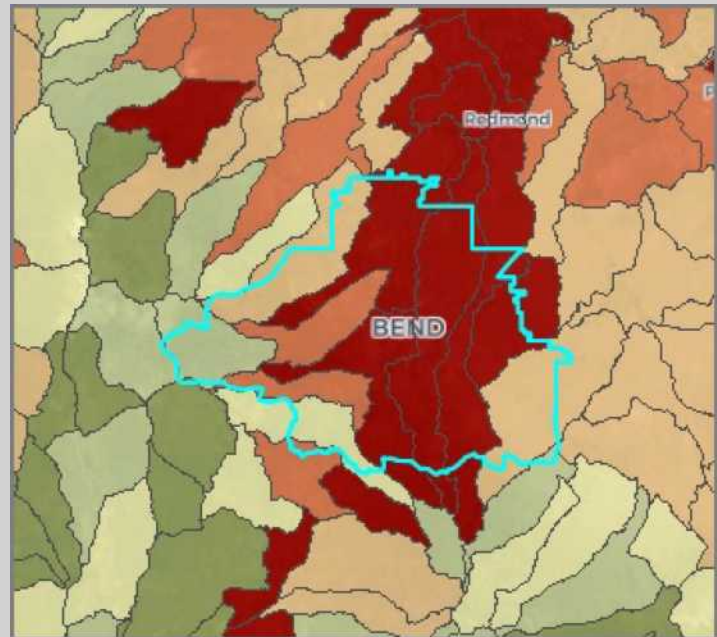
Overall potential impact in Greater Bend *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Overall potential impact in Greater Bend: sub-watershed summary map. Overall potential impact is summarized at the sub-watershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.





Greater Bend
232,675 Acres: (364 Sq. Miles)



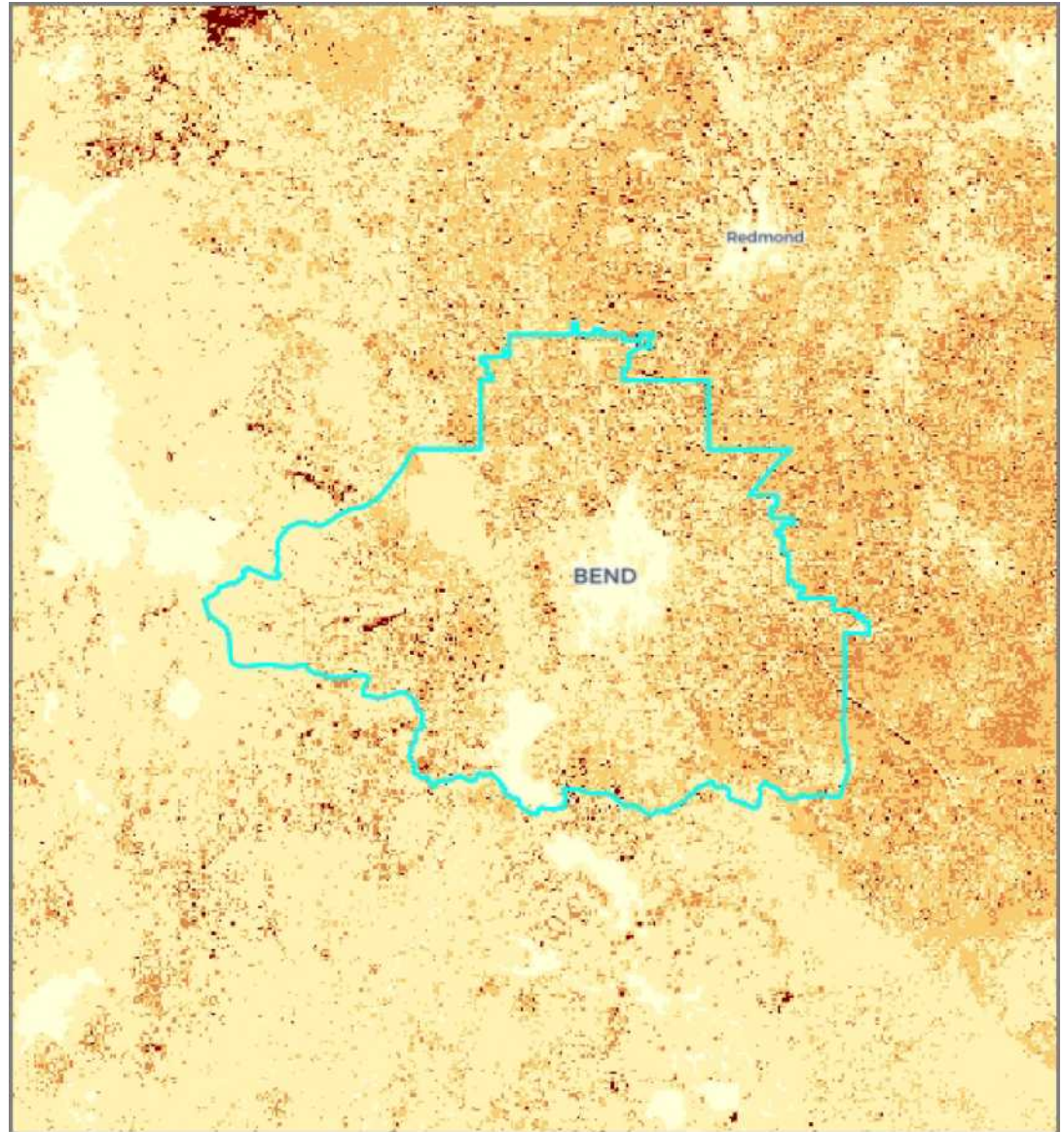
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HAZARD TO POTENTIAL STRUCTURES

Hazard to potential structures depicts the hazard to a hypothetical structure (not necessarily an existing structure) if a wildfire were to occur. Hazard to potential structures differs from overall estimates of wildfire impact or risk, as those estimates only consider where existing structures are currently located.

Community planners can use this information when planning development outside of existing developed, urban or WUI areas. This data provides model-based consideration of wildfire hazard when developing Fire Adapted Communities in Oregon.

As with the other data layers, this layer characterizes the fire environment only and does not consider other important factors in determining structural fire risk such as building construction materials and vegetation within close proximity of a structure.



Hazard to potential structures	
Very High	Potential hazard is very high (top 5 percent).
High	Potential hazard is high (80th to 95th percentile).
Moderate	Potential hazard is moderate (50th to 80th percentile).
Low	Potential hazard is low (up to the 50th percentile).
Non-Burnable	Fuel in the area is largely non-burnable or very sparse.



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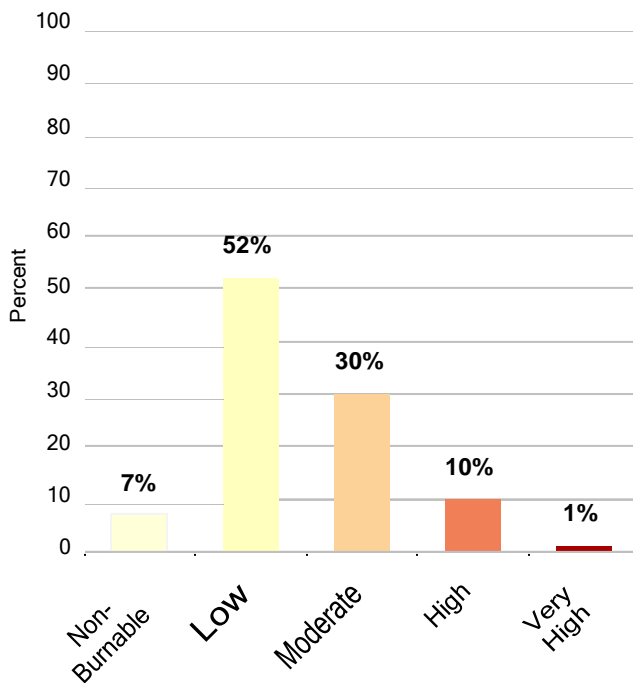
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This page contains additional information about hazard to potential structures, including a table of classes by ownership to determine the distribution of categories across ownerships, and a chart of overall percentages of classes across the area. The inset box displays sub-watershed summaries for landscape-scale prioritization.

Hazard to potential structures in Greater Bend: estimated acres by ownership

Category	Total	Private	Local	State	BLM	USFS	USFWS	Other Fed	Tribal
Very High	2,769	1,225	29	12	192	1,311	0	0	0
High	23,721	12,321	249	188	4,286	6,677	0	0	0
Moderate	69,288	34,262	1,195	643	10,436	22,752	0	0	0
Low	121,279	60,188	1,244	1,242	5,634	52,971	0	0	0
Non-Burnable	15,621	10,460	83	90	3	4,985	0	0	0
Total Area	232,678	118,456	2,800	2,175	20,551	88,696	0	0	0

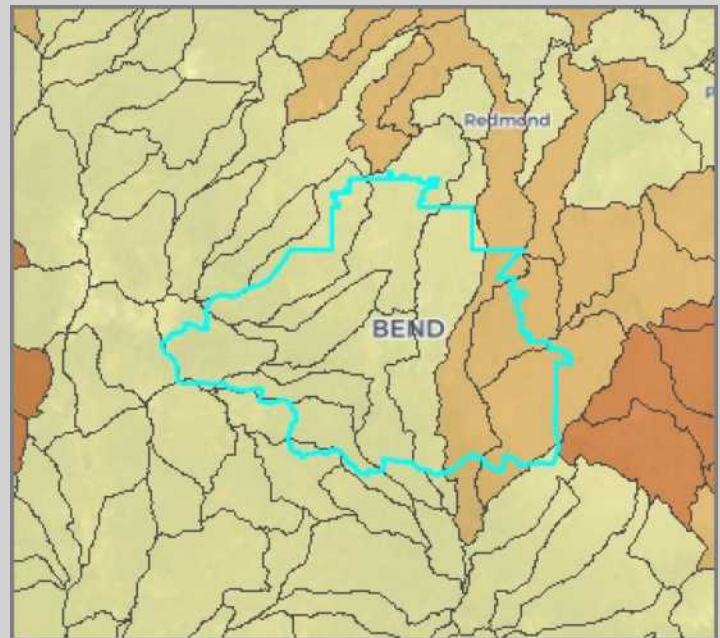
Hazard to potential structures in Greater Bend *



Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision

Hazard to potential structures in Greater Bend: sub-watershed summary map. Hazard to potential structures is summarized at the subwatershed (6th field Hydrologic Unit Code, HUC12) level. Watershed summaries enable you to view the landscape context and identify and compare sub-watersheds for prioritization.





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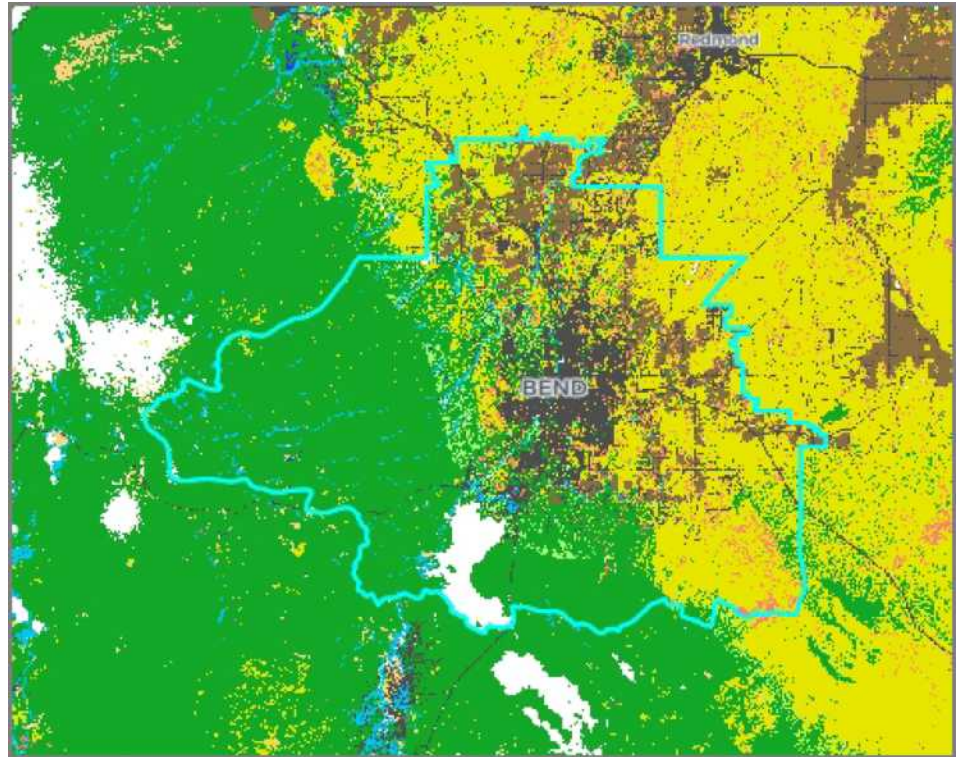
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EXISTING VEGETATION TYPE

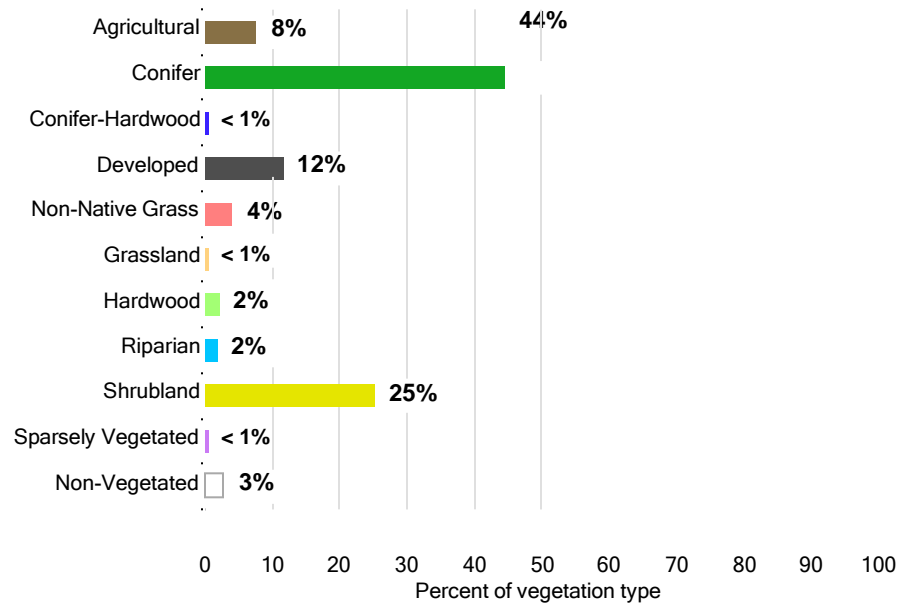
Vegetation is an important influence on potential wildfire behavior. The dominant vegetation type helps us understand the corresponding historical fire regime, a designation of fire frequency and severity. Fire frequency, or burn probability, suggests how often wildfire occurs (see Burn probability data layer). Fire severity tells us how much impact wildfires are likely to have on the vegetation and other elements of an ecosystem (see Potential impact to forest vegetation data layer). The living and dead vegetation below forest canopies (shrubs, grasses, leaf litter, dead tree snags, etc.) also strongly influence fire behavior and impacts in a location (see Fuel models).

Higher frequency fire areas generally have lower severities. Vegetation is continually or often thinned by fire and the remaining vegetation and other ecosystem elements can be considered adaptive or resilient to fire. Examples include Ponderosa pine forests and oak woodlands.

Lower frequency fire regimes experience less fire, but generally have higher severities, with vegetation and other ecosystem elements which can be considered sensitive. Examples include coastal forests, subalpine forests and many stream headwaters and riparian areas.



Vegetation Types in Greater Bend





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Greater Bend vegetation type

Category	Description	Acres	%*
Non-vegetated or recently disturbed	Non-vegetated	6,648	3
Agricultural	Agricultural	17,559	8
Conifer	Conifer	103,466	44
Conifer-Hardwood	Conifer-Hardwood	91	< 1
Developed	Developed	27,001	12
Exotic Herbaceous	Non-Native Grass	9,106	4
Grassland	Grassland	1,057	< 1
Hardwood	Hardwood	4,838	2
Riparian	Riparian	4,262	2
Shrubland	Shrubland	58,647	25
Sparsely Vegetated	Sparsely Vegetated	2	< 1

Existing Vegetation Type Data Dictionary <https://www.landfire.gov/evt.php>

Source: LANDFIRE <https://www.landfire.gov>

Resource:

US Forest Service Fire Regime Table

https://www.fs.fed.us/database/feis/fire_regime_table/fire_regime_table.html#PacificNorthwest

* Values may add up to over 100% due to rounding precision



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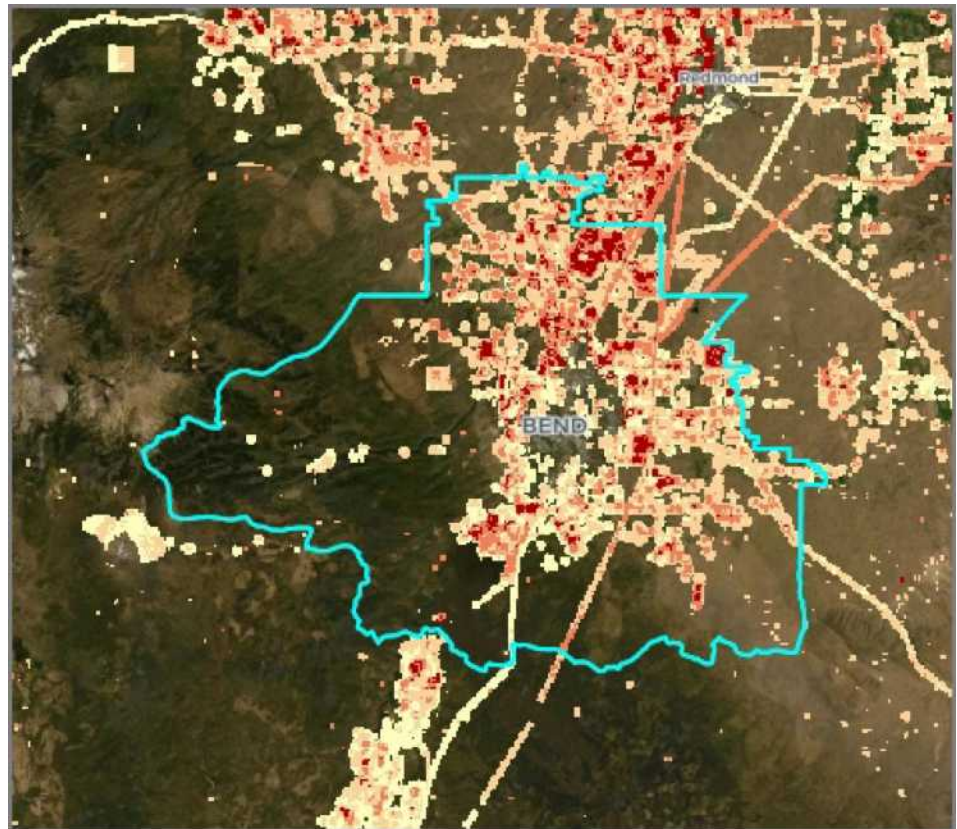
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WILDFIRE RISK TO ASSETS

Wildfire risk combines both the likelihood of a wildfire (or Burn probability) and the expected effects of a wildfire on highly valued resources and assets. See the description of Overall wildfire risk for more details.

Wildfire risk to assets maps wildfire risk only in places with the following assets: critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, and historic structures. Note that these resources and assets were mapped at a broad scale across all of Oregon and Washington, and maps contain errors and omissions, especially at fine scales.

The values in the maps and charts reflect a range of negative impacts from low to very high. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to human development is negative.



Wildfire Risk to Assets in Greater Bend

Category	Description	Acres	%*
Very High	Wildfire risk is very highly negative to all combined mapped assets (top 5%).	4,598	2
High	Wildfire risk is highly negative (80-95th percentile).	14,926	6
Moderate	Wildfire risk is moderately negative (50-80th percentile).	25,980	11
Low	Wildfire risk is slightly negative (0-50th percentile).	6,210	3
No Data	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable.	180,965	78

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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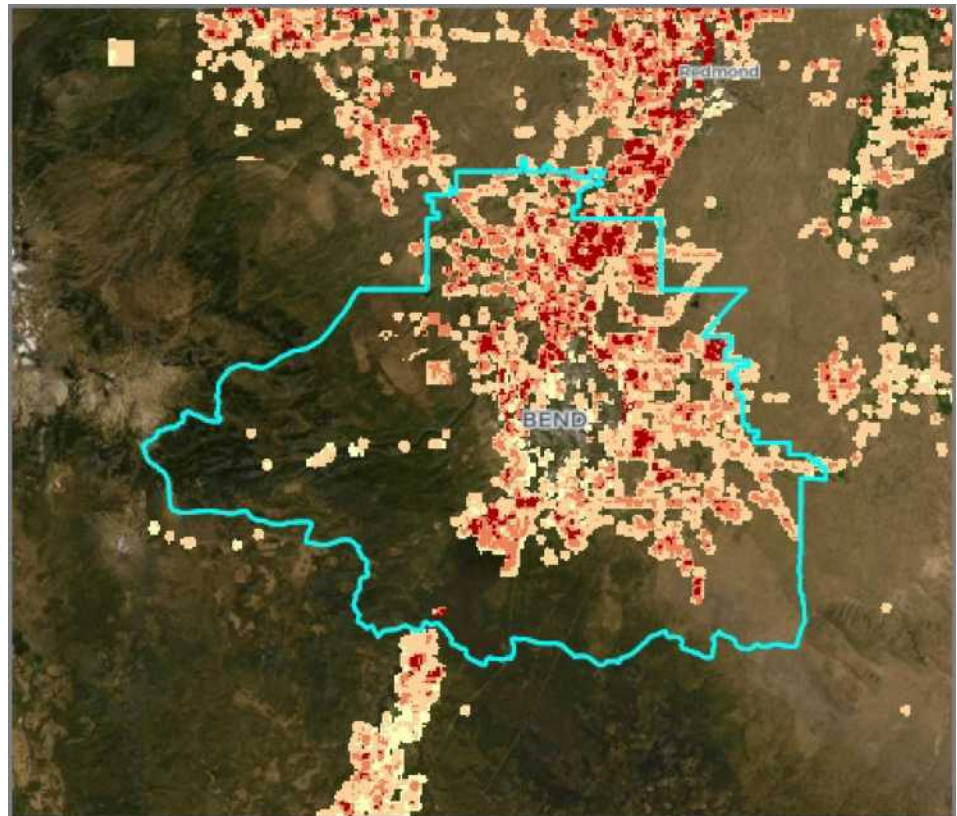
WILDFIRE RISK TO PEOPLE AND PROPERTY

Wildfire risk combines both the likelihood of a wildfire (or burn probability) and the expected effects of a wildfire on highly valued resources and assets. See the description of overall wildfire risk for more details.

Wildfire risk to people and property includes only housing unit density as mapped in the Where people live layer and US Forest Service private inholdings.

Note that these resources and assets were mapped at a broad scale across all of Oregon and Washington, and maps contain errors and omissions, especially at fine scales.

The values in the maps and charts reflect a range of negative impacts from low to very high. Positive benefits of wildfire are not mapped in this layer, assuming that any impacts of wildfire to human development is a negative impact.



Wildfire Risk to People and Property in Greater Bend

Category	Description	Acres	%*
Very High	Wildfire risk is very highly negative to people and property (top 5%).	5,982	3
High	Wildfire risk is highly negative (80-95th percentile).	17,087	7
Moderate	Wildfire risk is moderately negative (50-80 percentile).	24,122	10
Low	Wildfire risk is slightly negative (0-50 percentile).	1,559	< 1
No Data	There are no highly valued resources or assets mapped in the area, or it is considered non-burnable.	183,928	79

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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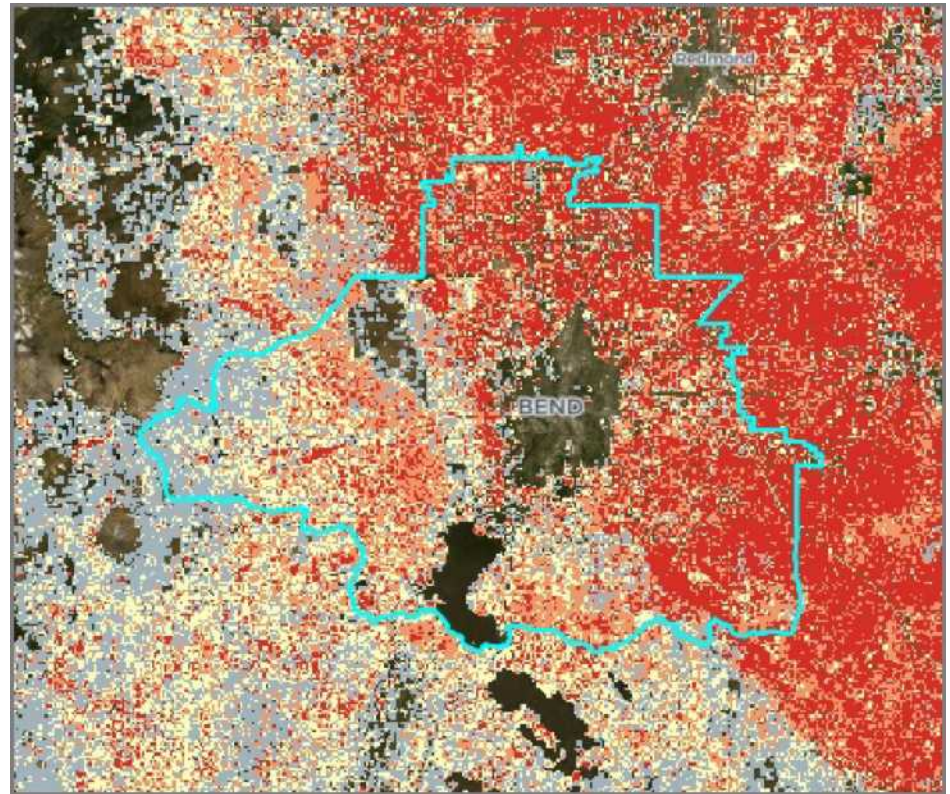
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PROBABILITY OF EXCEEDING 4 FOOT FLAME LENGTHS

Flame length is an indication of fire intensity, which is a primary factor to consider for firefighter safety and for gauging potential impacts to values at risk. Fires with greater flame lengths are more intense and difficult to control. At higher flame lengths, firefighters cannot directly approach. As flame lengths increase, tree torching and spotting is expected and ember travel is increased.

Fires with greater than 4' flames are too intense for firefighters to work at the front of the flame using hand tools, and heavier equipment such as bulldozers may be necessary.

Using this layer to help target locations of higher flame length potential, a local assessment might reveal opportunity to reduce fire intensity as a goal of fuels treatment projects by using managed fire and/or other active management activities. Values are expressed as a percent likelihood. These probabilities do not take into account the likelihood of burning (see Burn probability).



Greater Bend probability of exceeding flames

Category	Description	Acres	%*
75-100%	If a fire occurs, there is a very high (>75%) chance that flame lengths will be greater than 4'.	65,695	28
50-75%	If a fire occurs, there is a high (50-75%) chance that flame lengths will be greater than 4'.	55,238	24
25-50%	If a fire occurs, there is a moderate (25-50%) chance that flame lengths will be greater than 4'.	38,579	17
0-25%	If a fire occurs, there is a low (<25%) chance that flame lengths will be greater than 4'.	34,528	15
0%	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, etc.	38,639	17

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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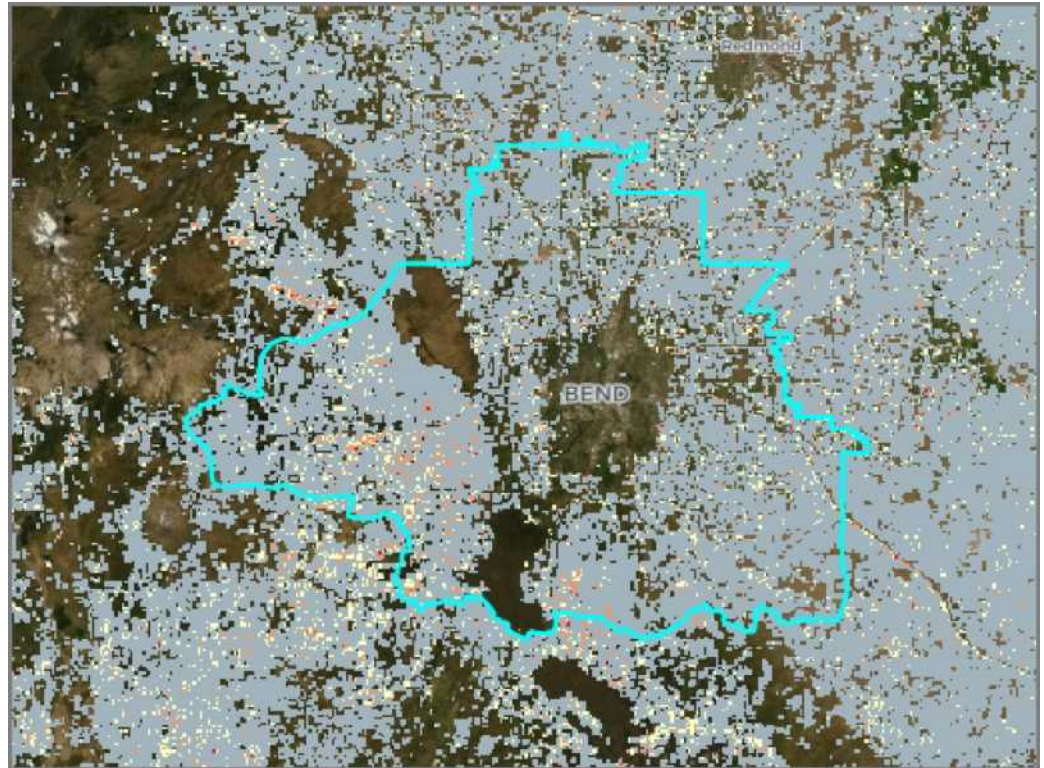
PROBABILITY OF EXCEEDING 8 FOOT FLAME LENGTHS

Flame length is an indication of fire intensity, which is a primary factor to consider for firefighter safety and for gauging potential impacts to values at risk. Fires with greater flame lengths are very intense and are expected to be highly difficult to control -- too intense for firefighters to work at the front of the flame, and they can severely impact values at risk. Tree torching and spotting is expected and ember travel is increased.

Fires with >8' flame lengths may be very difficult to control with little ability to work at the front of the flame, and greater risk of torching, crowning and spotting.

Using this layer to help target locations of higher flame length potential, a local assessment might reveal opportunity to reduce fire intensity as a goal of fuels treatment projects by using managed fire and/or other active management activities.

Values are expressed as a percent likelihood. These probabilities do not take into account the likelihood of an area burning.



Greater Bend probability of exceeding 8' flames

Category	Description	Acres	%*
75-100%	If a fire occurs, there is a very high (>75%) chance that flame lengths will be greater than 8'.	358	< 1
50-75%	If a fire occurs, there is a high (50-75%) chance that flame lengths will be greater than 8'.	4,491	2
25-50%	If a fire occurs, there is a moderate (25-50%) chance that flame lengths will be greater than 8'.	8,903	4
0-25%	If a fire occurs, there is a low (<25%) chance that flame lengths will be greater than 8'.	145,535	63
0%	This area contains non-burnable fuel types such as water, urban, agriculture, barren rock, glacial areas, etc.	73,393	32

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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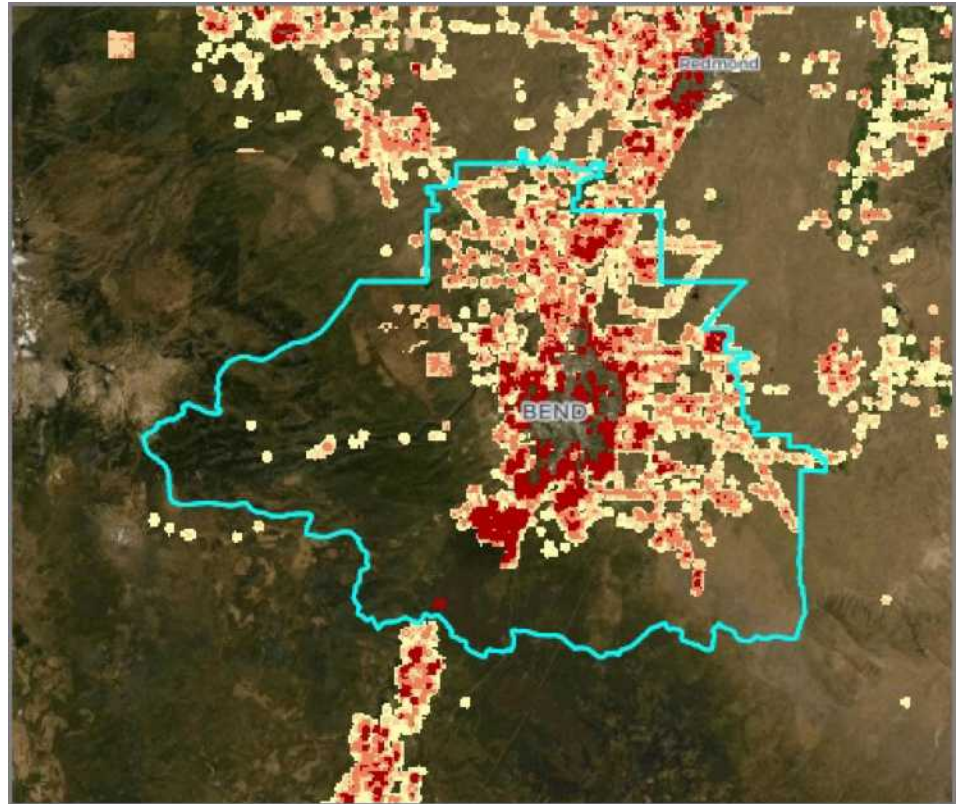
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POTENTIAL IMPACT TO PEOPLE AND PROPERTY

Potential impact to people and property represents the exposure or consequence of wildfire on mapped highly valued assets including housing unit density and USFS private inholdings.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from very high to low negative consequences. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to human development is negative.



Greater Bend potential impact to people and property, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative to people and property (top 5%).	8,873	4
High	Potential impact is highly negative (80-95th percentile).	16,477	7
Moderate	Potential impact is moderately negative (50-80th percentile).	14,926	6
Low	Potential impact is slightly negative (0-50th percentile).	8,475	4
No Data	There is no people and property mapped in the area or it is considered non-burnable (urban, agriculture, barren,etc).	183,928	79

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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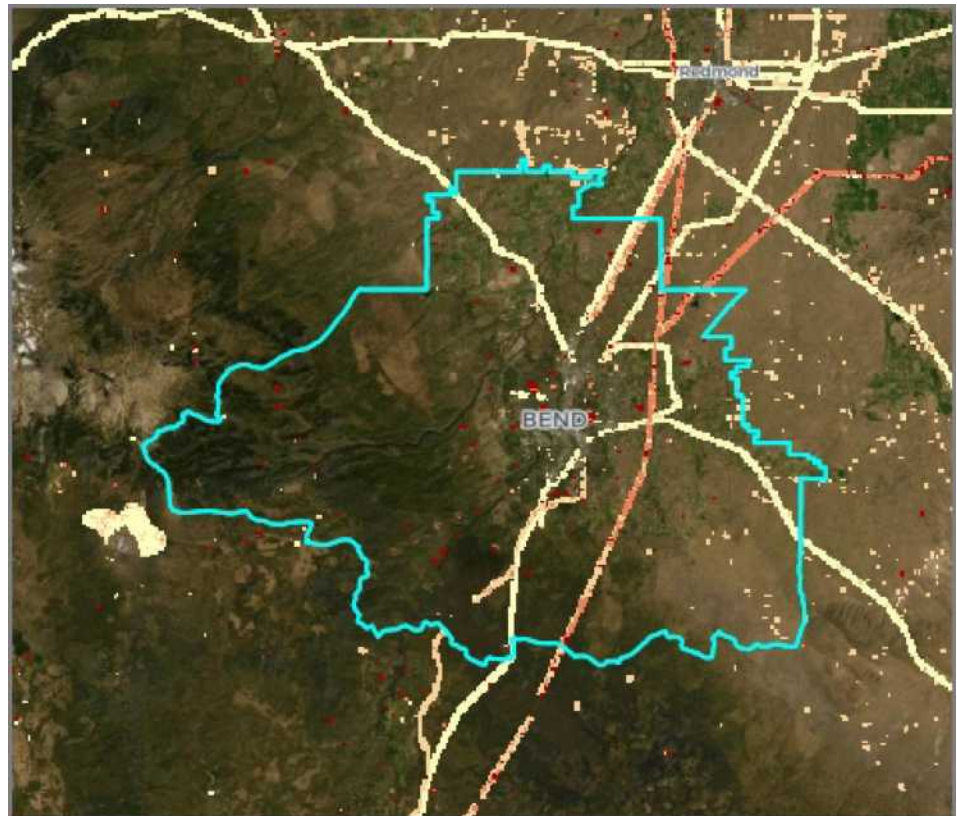
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POTENTIAL IMPACT TO INFRASTRUCTURE

Potential impact to infrastructure represents the exposure or consequence of wildfire on mapped highly valued assets including critical infrastructure, developed recreation, housing unit density, seed orchards, sawmills, and historic structures.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The resulting values reflect a range of impacts from a very high to low negative consequences. Positive benefits of wildfire are not mapped in this layer, assuming that any impact of wildfire to infrastructure is negative.



Greater Bend potential impact to infrastructure, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	388	< 1
High	Potential impact is highly negative (80-95th percentile).	1,541	< 1
Moderate	Potential impact is moderately negative (50-80th percentile).	1,872	< 1
Low	Potential impact is slightly negative (0-50th percentile).	3,276	1
No Data	There is no infrastructure mapped in the area or it is considered non-burnable (urban, agriculture, barren, etc).	225,602	97

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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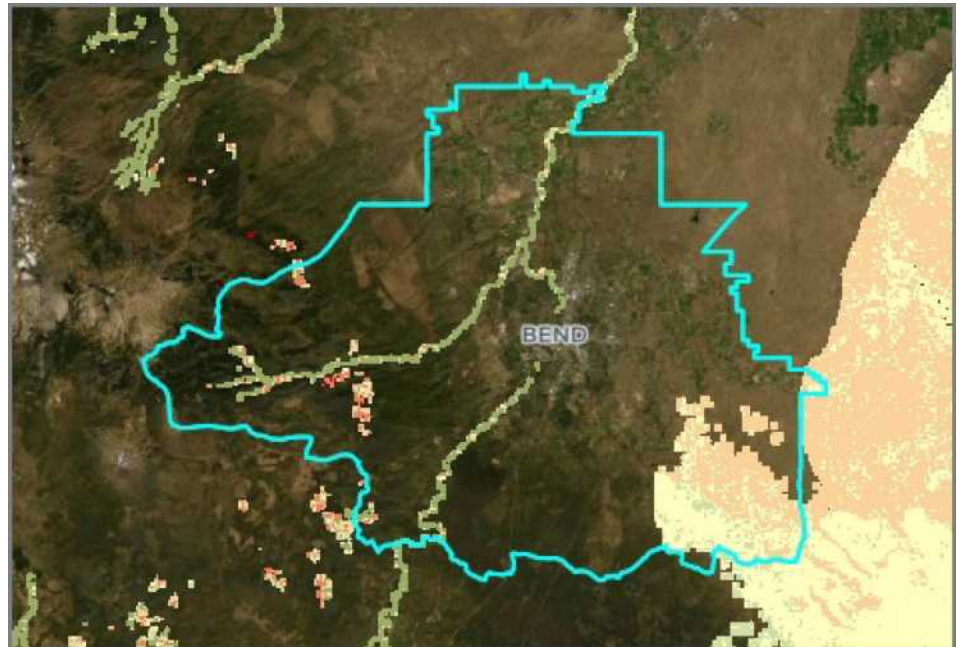
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POTENTIAL IMPACT TO WILDLIFE

Potential impact to wildlife represents the exposure or consequence of wildfire on mapped wildlife habitat for the following species: northern spotted owl, marbled murrelet, sage grouse, chinook salmon, coho salmon, steelhead trout, bull trout, redband trout, coastal cutthroat, and Lahontan cutthroat trout.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative consequences, where wildfire is detrimental (for example, sensitive habitat with fire-intolerant species), to a positive impacts of wildfire, where wildfire will produce an overall benefit (for example, improving wildlife habitat for fire-dependent species).



Greater Bend potential impact to wildlife habitat, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	41	< 1
High	Potential impact is highly negative (80-95th percentile).	531	< 1
Moderate	Potential impact is moderately negative (50-80th percentile).	8,447	4
Low	Potential impact is slightly negative (17-50th percentile).	8,845	4
Low Benefit	Potential impact is slightly beneficial to wildlife at low flame lengths (8-17th percentile).	1,578	< 1
Benefit	Potential impact is beneficial, with a cumulative positive impact on wildlife habitat (0-8th percentile).	3,683	2
No Data	There is no wildlife habitat mapped in the area, or it is considered non-burnable (urban, agriculture, barren, etc).	209,554	90

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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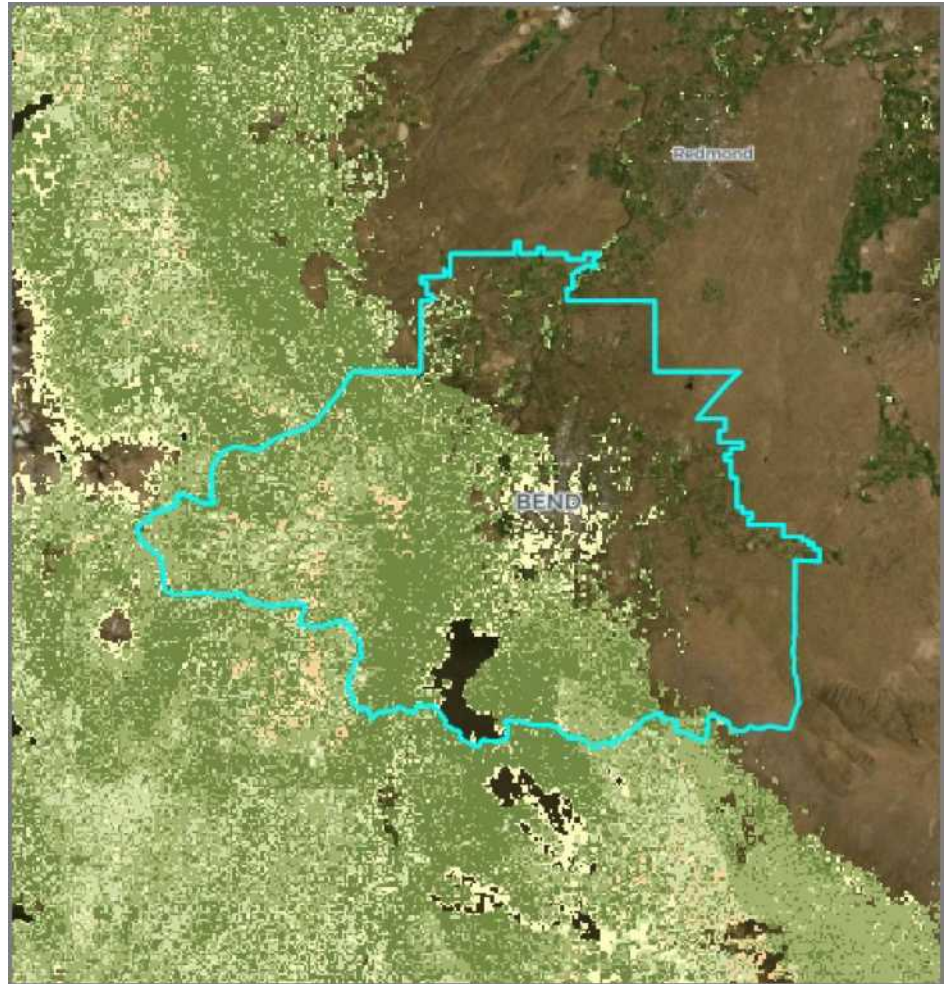
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POTENTIAL IMPACT TO FOREST VEGETATION

Potential impact to forest vegetation represents the exposure or consequence of wildfire on mapped forest vegetation. This layer provides information about departure of current vegetation condition relative to historical vegetation and reference conditions, and considers the natural role of fire to specific fire regime groups.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the Potential Impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative rating, where wildfire will move the landscape further from historical or desired conditions, to positive, where wildfire will bring the landscape closer to historical or desired conditions. Note that wildfire impacts on rangeland and grassland vegetation were not simulated due to a lack of spatial data and adequate characterization of wildfire impacts on vegetation outside of forested communities.





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Greater Bend potential impact to forest vegetation, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 3%). Fire has a highly detrimental effect on the landscape, moving the landscape further from historical/desired conditions.	53,965	23
High	Potential impact is highly negative (87-97th percentile). Fire has a detrimental effect on the landscape, moving the landscape further from historical/desired conditions.	32,176	14
Moderate	Potential impact is moderately negative (52-87th percentile). Fire will move the landscape further from historical/desired conditions.	7,854	3
Low	Potential impact is slightly negative (19-52th percentile). Fire will move the landscape further from historical/desired conditions.	2,936	1
Low Benefit	Potential impact is slightly beneficial to forest vegetation at low flame lengths, potentially producing a "fuel treatment" effect (0.6-19th percentile).	2,366	1
Benefit	Potential impact is beneficial, with a cumulative positive impact on forest vegetation (0-0.6th percentile). There is potential for fire to bring the landscape closer to	0	0
No Data	There is no vegetation mapped in the area, or it is considered non-burnable (urban, agriculture, barren, etc).	133,382	57

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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FIRE REGIME GROUPS

A fire regime is a description of the general characteristics of a fire area, including frequency, intensity, size, pattern, season, and severity of effects of wildfire in an ecosystem over an extended period of time, dependent on topography, weather, vegetation, and fire history. How intensely a fire burns determines the effects and severity. Overall impacts of fires will depend on the historical fire regime and the influence of changes to that regime through changes in forest structure, composition, and processes.

Existing vegetation has departed from historical conditions in some areas, which affects the current fire environment. This departure depicts relative degrees of alterations of key ecosystem components such as species composition, structural stage, stand age, canopy closure, and fuel loadings. The potential impact to forest vegetation layer (and other potential impact layers) shows the areas where wildfire will move the landscape further from historical conditions, and where there are opportunities to use managed fire, active management, or other fuel treatments to bring the landscape closer to historical conditions.

Historically, higher fire frequency areas have lower fire severities. Vegetation in these areas is considered adaptive or resilient to fire due to this frequency. Examples include Ponderosa pine forests and dry mixed conifer forests. Lower frequency fire regime areas generally have higher severities, with vegetation and ecosystem elements usually considered sensitive due to their lack of exposure to fire. Examples include coastal forests, subalpine forests, alpine meadows, and many stream headwaters and riparian areas (see Existing vegetation).

Fire frequency suggests how often wildfire occurs (see Burn probability and Fire history data layers). Fire severity tells us how much impact wildfires are likely to have on the vegetation and other elements of an ecosystem (see Potential Impact data layers). The living and dead vegetation below forest canopies (shrubs, grasses, leaf litter, dead tree snags, etc.) also influences fire behavior (intensity and spread) and severity (impacts or effects). See Fuel models and Flame length data layers).

The national classification of fire regime groups commonly used includes five groups of fire frequency and severity pairs: I - frequent fire (0-35 years), low severity; II - frequent fire (0-35 years), stand replacement severity; III - 35-100+ years, mixed severity; IV - 35-100+ years, stand replacement severity; and V - 200+ years, stand replacement severity. Oregon has all of these historical fire regimes.

Maps of fire regime groups from LANDFIRE can be found here:
https://www.landfire.gov/geoareasmaps/2012/CONUS_FRG_c12.pdf.

Find more information about fire regime groups here: <https://www.landfire.gov/frg.php>.

Fire Regime table for major vegetation areas (in the Pacific Northwest):
https://www.fs.fed.us/database/feis/fire_regime_table/fire_regime_table.html#PacificNorthwest



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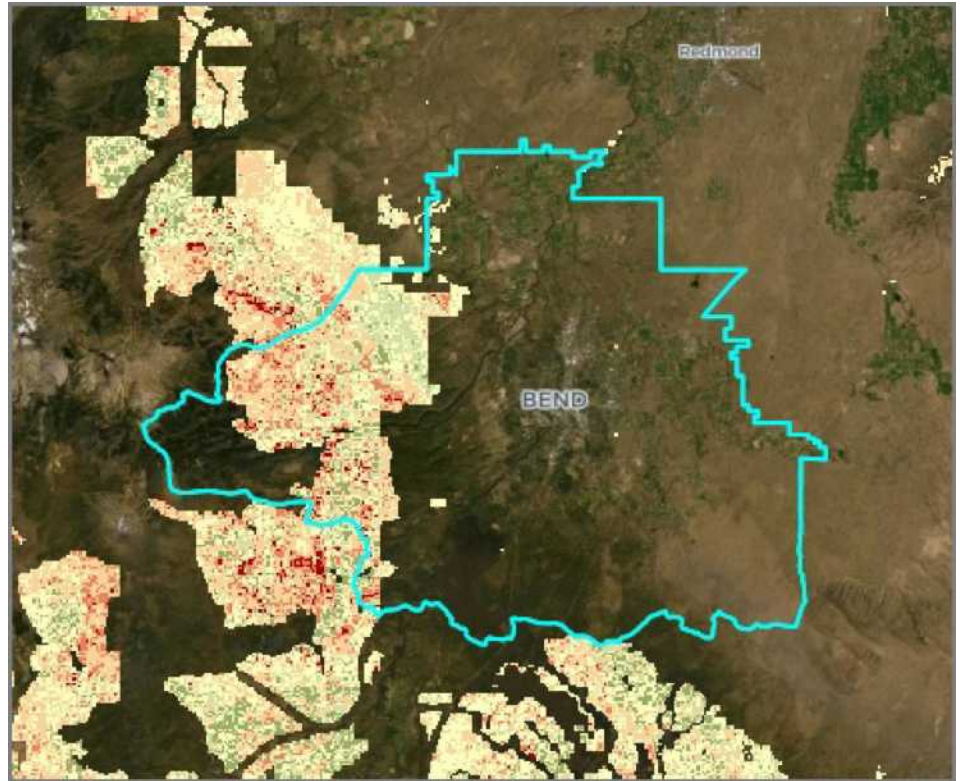
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POTENTIAL IMPACT TO TIMBER RESOURCES

Potential impact to timber resources represents the exposure or consequence of wildfire on mapped highly valued timber on US Forest Service, Tribal, private lands, BLM, and state-managed lands.

The Potential Impact data layers characterize exposure and susceptibility only, and do not include the likelihood of an area burning. This differentiates the potential impact layers from Wildfire Risk layers, which account for the burn probability in the risk rating.

The data values reflect a range of impacts from a very high negative rating, where wildfire is detrimental (for example early seral stage and/or sensitive forests), to positive, where wildfire may produce an overall benefit (for example, understory thinning treatment for fire-adapted species).



Greater Bend potential impact to timber resources, if a wildfire were to occur.

Category	Description	Acres	%*
Very High	Potential impact is very highly negative (top 5%).	868	< 1
High	Potential impact is highly negative (80-95th percentile).	4,720	2
Moderate	Potential impact is moderately negative (50-80th percentile).	12,505	5
Low	Potential impact is slightly negative (19-50th percentile).	9,846	4
Low Benefit	Potential impact is slightly beneficial to timber resources at low flame lengths (9-19th percentile).	6,082	3
Benefit	Potential impact is beneficial, with a cumulative positive impact on timber resources (0-9th percentile).	2,318	< 1
No Data	There are no timber resources mapped in the area, or it is considered non-burnable (urban, agriculture, barren, etc).	196,338	84

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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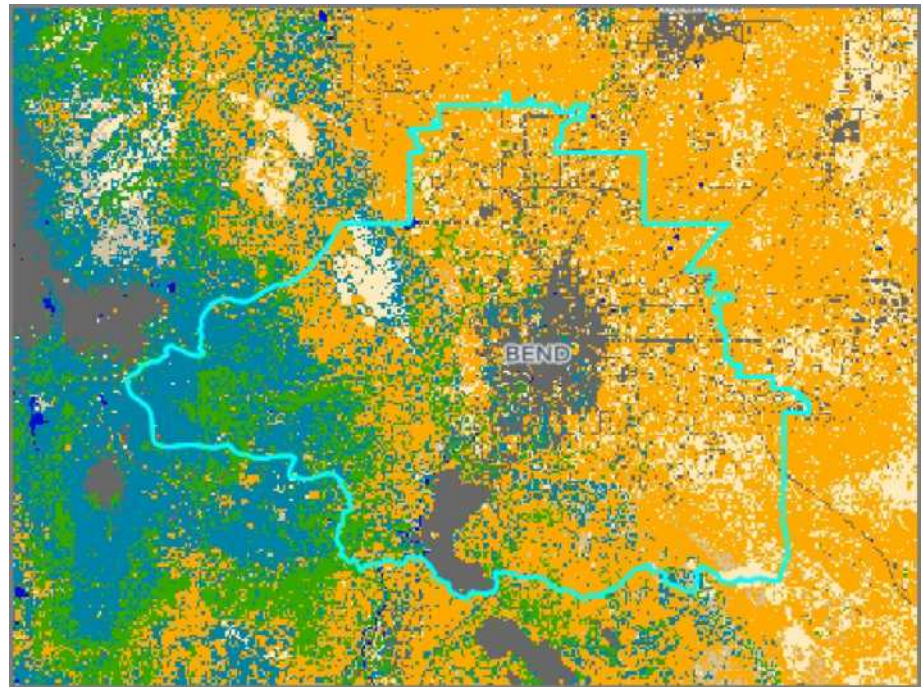


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FUEL MODEL GROUPS

Fuel models describe the fire-carrying materials that make up surface fuels, such as grasses, shrubs and litter (see next page). Fuel models are developed from climate characteristics, existing vegetation type, cover, height, and other vegetation characteristics, and help us understand the fuels igniting and carrying fire. These fuel models can be grouped into broad categories of burnable fuels based on descriptions of live and dead vegetation that represent distinct fuel types, size classes, and load distributions (amounts), shown in the map and chart below.

Fuels and other elements of the fuelscape in the risk assessment were extensively reviewed and refined by local expert consultation, and the fuelscape was updated to account for wildfires that occurred through 2017.



Greater Bend fuel model groups (see next page for descriptions of codes)

Category	Description	Acres	%*
Grass	Fuel models 101-104, (GR1; GR2; GR3; GR4)	26,322	11
Grass/Shrub	Fuel models 121-123, (GS1; GS2; GS3)	110,616	48
Non-burnable-other	Fuel Models 91-93,99, (NB1; NB2; NB3; NB9)	29,597	13
Non-burnable-water	Fuel Models 98, (NB8)	713	< 1
Slash-blowdown	Fuel Models 202, (SB2)	0	0
Shrub	Fuel Models 141-147, (SH1; SH2; SH3; SH4; SH5; SH6; SH7)	3,950	2
Timber Litter	Fuel Models 181-189, (TL1; TL2; TL3; TL4; TL5; TL6; TL7; TL8; TL9)	39,852	17
Timber-Understory	Fuel Models 161-163, 165, (TU1; TU2; TU3; TU5)	21,630	9

Source: 2018 Pacific Northwest Quantitative Wildfire Risk Assessment, US Forest Service

* Values may add up to over 100% due to rounding precision



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Table of Fuel Model Groups

40 Scott and Burgan Fire Behavior Fuel Models Description and Data Dictionary <https://www.landfire.gov/fbfm40.php>
<https://www.landfire.gov/DataDictionary/f40.pdf>

Group	Description
Grass Fuel models 101-104, (GR1; GR2; GR3; GR4)	GR1: Short, sparse dry climate grass is short, naturally or heavy grazing, predicted rate of fire spread and flame length low GR2: Low load, dry climate grass primarily grass with some small amounts of fine, dead fuel, any shrubs do not affect fire behavior GR3: Low load, very coarse, humid climate grass continuous, coarse humid climate grass, any shrubs do not affect fire behavior GR4: Moderate load, dry climate grass, continuous, dry climate grass, fuelbed depth about 2 feet
Grass/Shrub Fuel models 121-123, (GS1; GS2; GS3)	GS1: Low load, dry climate grass-shrub shrub about 1 foot high, grass load low, spread rate moderate and flame length low GS2: Moderate load, dry climate grass-shrub, shrubs are 1-3 feet high, grass load moderate, spread rate high, and flame length is moderate GS3: Moderate load, humid climate grass-shrub, moderate grass/shrub load, grass/shrub depth is less than 2 feet, spread rate is high and flame length is moderate
Non-Burnable-Other	Fuel Models 91-93, 99, (NB1; NB2; NB3; NB9) NB1: Urban NB2: Snow/Ice NB3: Agriculture NB9: Barren
Non-burnable-Water	Fuel Model 98, (NB8): Water
Slash-blowdown	Fuel Model 202, (SB2): Moderate load activity fuel or low load blowdown, 7-12 t/ac, 0-3 inch diameter class, depth about 1 foot, blowdown scattered with many still standing, spread rate and flame low
Shrub Group Fuel Models 141-147, (SH1; SH2; SH3; SH4; SH5; SH6; SH7)	SH1: Low load dry climate shrub, woody shrubs and shrub litter, fuelbed depth about 1 foot, may be some grass, spread rate and flame low SH2: Moderate load dry climate shrub, woody shrubs and shrub litter, fuelbed depth about 1 foot, no grass, spread rate and flame low SH3: Moderate load, humid climate shrub, woody shrubs and shrub litter, possible pine overstory, fuelbed depth 2-3 feet, spread rate and flame low SH4: Low load, humid climate timber shrub, woody shrubs and shrub litter, low to moderate load, possible pine overstory, fuelbed depth about 3 feet, spread rate high and flame moderate SH5: High load, humid climate grass-shrub combined, heavy load with depth greater than 2 feet, spread rate and flame very high SH6: Low load, humid climate shrub, woody shrubs and shrub litter, dense shrubs, little or no herbaceous fuel, depth about 2 feet, spread rate and flame high SH7: Very high load, dry climate shrub, woody shrubs and shrub litter, very heavy shrub load, depth 4-6 feet, spread rate somewhat lower than SH6 and flame very high



Oregon Wildfire Risk Explorer- Advanced Report

10/06/2021 Item #8.

Greater Bend

232,675 Acres: (364 Sq. Miles)



Generated: June 9, 2021

Timber Litter Group	TL1: Low load compact conifer litter, compact forest litter, light to moderate load, 1-2 inches deep, may represent a recent burn, spread rate and flame low TL2: Low load broadleaf litter, broadleaf, hardwood litter, spread rate and flame low TL3: Moderate load conifer litter, moderate load conifer litter, light load of coarse fuels, spread rate and flame low TL4: Small downed logs moderate load of fine litter and coarse fuels, small diameter downed logs, spread rate and flame low TL5: High load conifer litter, light slash or dead fuel, spread rate and flame low TL6: Moderate load broadleaf litter, spread rate and flame moderate TL8: Large downed logs, heavy load forest litter, larger diameter downed logs, spread rate and flame low TL8: Long needle litter, moderate load long needle pine litter, may have small amounts of herbaceous fuel, spread rate moderate and flame low TL9: Very high load broadleaf litter, may be heavy needle drape, spread rate and flame moderate
Fuel Models 181-189, (TL1; TL2; TL3; TL4; TL5; TL6; TL7; TL8; TL9)	
Timber-Understory Group	TU1: Low load dry climate timber grass shrub, low load of grass and/or shrub with litter, spread rate and flame low TU2: Moderate load, humid climate timber-shrub, moderate litter load with some shrub, spread rate moderate and flame low TU3: Moderate load, humid climate timber grass shrub, moderate forest litter with some grass and shrub, spread rate high and flame moderate TU5: Very high load, dry climate shrub, heavy forest litter with shrub or small tree understory, spread rate and flame moderate
Fuel Models 161-163, 165, (TU1; TU2; TU3; TU5)	

This report was generated from the Advanced Oregon Wildfire Risk Explorer map viewer: tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning. For more information on wildfire risk in a specific location, you can generate a Homeowner's report from the Oregon Wildfire Risk Explorer map viewer.

How to Cite:

Accessed from the Oregon Wildfire Risk Explorer on June 09, 2021
URL: https://tools.oregonexplorer.info/OE_HtmlViewer/index.html?viewer=wildfireplanning
Primary data Source: USDA Forest Service Pacific Northwest Quantitative Wildfire Risk Assessment (2018)

The Oregon Wildfire Risk Explorer site, tools and reports are the result of a collaboration among the following organizations and others:



INSTITUTE FOR NATURAL RESOURCES



Wildfire risk data is primarily from the USDA Forest Service 2018 Pacific Northwest Quantitative Wildfire Risk Assessment with some components from the 2013 West Wide Wildfire Risk Assessment. The information is being provided as is and without warranty of any kind either express, implied or statutory. The user assumes the entire responsibility and liability related to their use of this information. By accessing this website and/or data contained within, you hereby release the Oregon Department of Forestry, Oregon State University, and all data providers from liability. This institution is an equal opportunity provider. This publication was made possible through grants from the USDA Forest Service.

Appendix B

Glossary of Terms

- **Cohesive Strategy:** In 2009, Congress passed the Federal Land Assistance, Management, and Enhancement (FLAME) Act and called for a National Cohesive Wildland Fire Management Strategy, also known commonly as the Cohesive Strategy, to address wildland fire related issues across the nation in a collaborative, cohesive manner. The Cohesive Strategy was finalized in 2014 and represents the evolution of national fire policy: To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire. The primary, national goals identified as necessary to achieving the vision are: **Resilient landscapes:** Landscapes across all jurisdictions are resilient to fire-related disturbances in accordance with management objectives. **Fire-adapted communities:** Human populations and infrastructure can withstand a wildfire without loss of life and property. **Wildfire response:** All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.
- **Crown Fires:** A fire that advances from top to top of trees or shrubs more or less independent of a surface fire. Crown fires are sometimes classed as running or dependent to distinguish the degree of independence from the surface fire.
- **Defensible Space:** Defensible Space, in the context of fire control, is the natural and landscaped area around a structure that has been maintained and designed to reduce wildfire danger by using vegetation that is fire resistant.
- **Deschutes Collaborative Forest Project:** In 2010, a collaborative group of local agencies and organizations formed a proposal for funding a large, collaborative forest restoration and hazardous fuels reduction project on public lands managed by the Deschutes National Forest. This landscape level project is known as the Deschutes Collaborative Forest Project (DCFP).
- **Dispersed Campgrounds & Recreational Sites:** Campsites or recreational sites members of the public use that are outside of a designated campground or developed recreation site. These sites do not have trash removal or facilities such as tables and fire pits. For more information on how to use dispersed recreational sites visit: <http://www.fs.usda.gov/>
- **Fire Adapted Community:** One of the tenents of the Cohesive Strategy. A Fire Adapted is one that acknowledges and takes responsibility for its wildfire risk, and implements appropriate actions at all levels. Deschutes County is a pilot community for the Fire Adapted Communities Learning Network. For more information visit:

<http://www.facnetwork.org>

- **Fire Break:** A gap in vegetation or other combustible materials that acts as a barrier to slow or stop the progress of a wildfire.
- **Fire Prone Area:** A geographic area that can support a wildfire due to weather and vegetation.
- **Fire Resiliency:** A landscape or geographic location that is able to withstand wildfire without suffering catastrophic effects, such as loss of life, home loss or damage and/or environmental damage.
- **Fire Return Interval:** The time between fires in a defined area or landscape.
- **Fire Suppression Costs:** The financial figure that is incurred during any operations by fire fighting agencies to suppress (or put out), a wildland fire.
- **FireFree:** A local program in Central Oregon that uses ten steps to educate property owners on how to defend their home from wildfire. FireFree also provides two annual events where homeowners can dispose of debris created from wildfire preparedness activities.
- **Firewise USA®:** A national program that provides a process that empowers neighbors to work together in reducing their wildfire risk. The National Fire Protection Association sponsors the Firewise USA® program.
- **Hazardous Fuel Reduction:** Reducing vegetation that could accelerate a wildland fire.
- **Hazardous Fuels:** Any fuel or vegetation that will sustain or accelerate a wildland fire.
- **High Intensity:** Fire intensity represents that energy releases during various phases of the fire. High intensity fires are damaging to certain vegetation and ecosystems that are not adapted to them. Much of the lower elevation forests in Central Oregon are adapted to lower intensities.
- **Overstory:** Also called the canopy. Made up of the tallest trees that stand over the rest of the plants in the landscape.
- **Pacific Northwest Coordination Center:** The Northwest Interagency Coordination Center (NWCC) is the Geographic Area Coordination Center for the Northwest Region, which includes the States of Oregon and Washington. Located

in Portland, OR, the NWCC serves as the focal point for interagency resource coordination, logistics support, aviation support and predictive services for all state and federal agencies involved in wildland fire management and suppression in the region. Cooperating agencies include the: Bureau of Land Management, US Forest Service, Oregon Dept of Forestry, US Fish and Wildlife Service, Bureau of Indian Affairs, Washington Dept. of Natural Resources and the National Park Service.

- **Resilient Landscapes:** A landscape that is able to recover quickly or repel disturbances that may be a departure from normal circumstances.
- **Silvicultural Treatments:** A planned series of treatment that aide in achieving the goals set forth by a diverse set of values. Silviculture is the practice of controlling the establishment, growth, composition, health and quality of forests to meet diverse needs and values.
- **Stand Dynamics:** The underlying physical and biological forces that shape and change a particular area or forest stand.
- **Structural Ignitability:** Also known as Structural Vulnerability; which refers to the probability of a home igniting during a large wildfire.
- **Structural Vulnerability Factors:** Factors that can increase or decrease a home's probability of igniting during a large wildfire. Examples include: roof composition, roof cleanliness, vent covers, deck composition & cleanliness, etc.
- **Thick Bark Pine:** a local species is Ponderosa Pines. Their thick bark makes them a fire resistant species. The lower elevation forests that were/are dominated by Ponderosa Pines are adapted to low intensity fire that would burn through as often as every ten years.
- **Tree Crowns:** See overstory. Also known as the tree canopy.
- **Understory:** The layer of vegetation beneath the main canopy of a forest.
- **Wildfire Preparedness:** Changing behaviors and/or processes to reduce the impact a wildfire may have on the population.
- **Wildland Fire:** Any non-structural fire that occurs in vegetation or natural fuels. An unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

- **Wildland Fuels:** Vegetation that is located in an area in which development is essentially non-existent, except for roads, railroads, powerlines, and similar transportation facilities. Structures, if any, are widely scattered.
- **Wildland Urban Interface (WUI):** The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire. Much of Deschutes County is considered Wildland Urban Interface.

Appendix C Post Fire Recovery

During the Fire Contacts

Deschutes County 911 Non-Emergency Line (541) 693-6911
American Red Cross (Central and Eastern Oregon Chapter) (541) 382-2142

Web links for Fire and Evacuation Information:

- Central Oregon Fire Information [Central Oregon Fire Info](#)
- Deschutes County Emergency Blog [Deschutes County Emergency Info](#)
- Central Oregon Interagency Twitter Feed twitter.com/CentralORFire
- Deschutes County Sheriff’s Twitter Feed twitter.com/DeschutesSO
- Evacuation Guide [Ready, Set, Go](#)
- Emergency Notifications [Deschutes County Alerts](#)

Post-Fire Recovery Community Issues to Consider

Following a wildfire, communities may be facing a host of issues. The complexities involved in mid and long-term strategies for economic, environmental and social recovery may be daunting. Learning from the experiences of others is helpful. Considering relevant questions like:

- How soon can or should schools reopen?
- Can debris removal efforts be expedited? If so, what is the cost and who will pay for it?
- Does the impact warrant inviting the Oregon DOJ Charitable Activities Section regulators to send a team to ensure crooks and scam artists don’t take advantage of vulnerable residents?
- Are emergency grants available to restore basic public services?
- What system(s) can be used to equitably and efficiently distribute the donations that a community receives following a catastrophic fire?
- What resources are available for small businesses attempting to reestablish? Do new programs need to be created?
- How will tourism be affected?

Deschutes County Long-Term Recovery Efforts

The Deschutes County Sheriff’s Office Emergency Management Team, working with residents and community stakeholders, is developing a Disaster Recovery Framework. The Framework is part of a suite of plans that address various elements of emergency management. It aims to establish guidelines for how the Deschutes County Community will work together to restore, rebuild, and reshape the

physical, social, economic and natural environment in the months and years following a disaster or emergency.

After the Fire Resources for Affected Residents

Fire Management Assistance (FMAG) is available to States, local and tribal governments, for the mitigation, management, and control of fires on publicly or privately owned forests or grasslands, which threaten such destruction as would constitute a major disaster. The Fire Management Assistance declaration process is initiated when a State submits a request for assistance to the Federal Emergency Management Agency (FEMA) Regional Director at the time a "threat of major disaster" exists. The entire process is accomplished on an expedited basis and a FEMA decision is rendered in a matter of hours.

The Fire Management Assistance Grant Program (FMAGP) provides a 75 percent Federal cost share and the State pays the remaining 25 percent for actual costs. Before a grant can be awarded, a State must demonstrate that total eligible costs for the declared fire meet or exceed either the individual fire cost threshold - which applies to single fires, or the cumulative fire cost threshold, which recognizes numerous smaller fires burning throughout a State. Eligible firefighting costs may include expenses for field camps; equipment use, repair and replacement; tools, materials and supplies; and mobilization and demobilization activities.

FEMA Individual Assistance (FEMA IA) has created a set of tools to help those facilitating their community's recovery. Community Services Programs deliver a variety of services to assist in disaster recovery. Disaster Housing Resources provides links to access information on multiple disaster housing programs and strategies. FEMA Voluntary Agency and Donations Coordination delivers information, support and guidance during disaster recovery. The National Emergency Child Locator Center and National Mass Evacuation Tracking System are both tracking databases that can be activated during disasters and assist in reunifying family members. The National Shelter System is a database that supports the agencies responsible for Mass Care and Emergency Assistance. For information on these tools follow this link to [FEMA's site](#).

FEMA Public Assistance (FEMA PA) mission's to provide assistance to State, Tribal and local governments, and certain types of Private Nonprofit organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President.

Through the PA Program, FEMA provides supplemental Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations. The PA Program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.

The Federal share of assistance is not less than 75% of the eligible cost for emergency measures and permanent restoration. The grantee (usually the State) determines how the non-Federal share (up to 25%) is split with the sub-grantees (eligible applicants).

Small Business Disaster Loans through the [Small Business Administration \(SBA\)](#). SBA provides low-interest disaster loans to businesses of all sizes, private non-profit organizations, homeowners, and renters. SBA disaster loans can be used to repair or replace the following items damaged or destroyed in a declared disaster: real estate, personal property, machinery and equipment, and inventory and business assets.

Oregon VOAD ([Voluntary Organizations Active in Disaster](#)) is a group of faith-based, community service organizations with disaster relief roles related to short and long-term recovery from disasters.

Functions include but are not limited to: damage assessment, cleanup, building repair, donations management, child care, clothing, communication, counseling, disaster welfare inquiry, financial assistance, food, human relations, mass care, sheltering, transportation, volunteer staffing, warehousing and bulk distribution. ORVOAD coordinates disaster planning with member agencies to ensure reduction of duplication and an increase in effective delivery of services.

Natural Resources Conservation Services (NRCS) may provide funding they are allocated to help with fire recovery efforts for agricultural and private, non-industrial forestland owners. Program and application announcements will be made as funding becomes available. Please check [this site](#) frequently for updates.

American Red Cross [Casework](#): Providing Emergency Assistance is trains Red Cross caseworkers how to conduct effective client interviews and provide appropriate assistance to help meet a client's immediate disaster-caused or disaster-aggravated needs.

Fire Recovery Safety Tips

REMEMBER – use caution and good judgment. Hazards may still exist, even though the fire is controlled.

ELECTRICAL

Electrical Safety Facts

General: An important part of the disaster recovery is hazard recognition. Should you come across damaged or fallen power poles or lines, contact your local electrical power authorities. **DO NOT TOUCH THE DOWNED WIRES.** In the cleanup area, be especially careful when cutting trees and operating heavy equipment around power lines. Vegetation and power poles may have lost stability due to fire damage.

If a power line or pole should fall next to you while working in the area, *do not walk – hop out of the area.* (Using this technique, you will be less likely to be a conductor of electricity).

Electricity is always trying to go somewhere. It goes easily through conductors; it does not go easily through non-conductors.

Conductors	Non-Conductors
Metal	Rubber
Water	Glass
Wet Things	Plastic
Things In Water (including animals/pets)	

One of the most important fixtures in the conduction of electric current are utility poles. The fire or fire suppression actions may have dislodged or broken some of these poles, causing the wires to sag or break, resulting in extremely hazardous conditions. Do not touch anything at the scene.

Trees can also be dangerous conductors of electricity. When a tree falls or grows into contact with power wires, the electric power diverts and finds a path to the ground through the branches and the trunk. Anyone who comes into contact with these trees is subject to tragic consequences, since electric power can easily jump from the tree to the person.

Electrical Safety Tips

- Do not overload circuits; don't operate several large appliances at the same time on the same circuit.
- Do not use extension cords to plug in many items on one outlet.
- Turn off appliances when you finish using them. Provide adequate air circulation around all

appliances to prevent over-heating. Keep appliances clean, repaired and serviced.

- Check wires and plugs regularly. Replace worn or frayed wires. Do not run cords under carpets or across doorways.
- Be careful when replacing fuses or breakers. Keep the area near the circuit box dry and turn the main switch off before changing the fuse/breaker.
- Temporary lines should be removed from service.

Electrical Locations To Avoid

- Electrical meters and service lines coming into the home or other outbuildings.
- Any power supply line which appears to sag, show bare wire, or have insulation missing.
- Secured power sub-stations or any area identified as high voltage.
- Downed power lines.

Emergency Procedures for an Electrical Fire

- Call the fire department.
- Shut off power supply at the breaker if possible.

Restoring Electric Power

If, upon returning to your residence, there is no electrical power, please check to make sure the main breaker is on. If the breakers are on and power is still not present, please call to report the power outage to your local electrical power authorities.

Reporting problems like a down or broken wire will speed up the process of power restoration.

- Stand off to one side of the breaker box when turning on the main breaker. Do not stand directly in front of the box.
- If any smells of hot electrical insulation or sparking occurs, turn of the breaker immediately and call an electrician.
- If electrical lights or appliances appear brighter than normal, turn off main breaker. The service entrance needs to be checked.

To Change A Fuse

Try to find the cause of the blown fuse, and correct it by disconnecting the defective appliance or appliances causing the overload or short circuit. Shut off the main power switch when you change the fuse.

- Do not replace fuses with a higher amp rating fuse than you removed.
- Turn on the main switch to restore the power.

- If the fuse blows again, leave it alone and contact a certified electrician. Other problems may exist and should be investigated to remove the possibility of an electrical fire.

To Reset A Circuit Breaker

Try to find the cause of the overload or short circuit and correct it by disconnecting the defective appliance or appliances. Turn the switch to “on” to reset and restore power. If breaker trips again leave it alone, and contact a certified electrician. Other problems may exist and should be found to remove the possibility of an electrical fire.

Special Information of Fuses & Circuit Breakers

Fuses and circuit breakers shut off the current whenever too much current tries to flow through a wire because of:

- A short circuit, possibly caused by a bare wire touching the ground;
- Overloading, possibly caused by too many lights or appliances on one circuit; or
- By defective parts in an appliance.

Know where the main circuit or fuse box is located in your house. Be sure you can locate the main switch; it controls all of the power coming into the house and is usually inside the circuit box. In some cases, however, it may be located outside of the house. Fuse or circuit boxes generally are labeled to designate which area of the house the circuits or fuses serve.

DRINKING WATER

Restoring Water Systems

Unless impacted by a fuel spill, the fire should not have affected wells at undamaged homes. If your house was damaged, your water system may potentially have become contaminated with bacteria due to loss of water pressure. In this case it is recommended that the well be disinfected and the water be tested before consumption. To disinfect your water system, pour ½ - 1 cup of chlorine bleach inside the well casing and turn on all faucets until a chlorine scent is noticed. Allow the chlorine solution to remain in the system overnight. The following morning, open all faucets and flush the system until free of chlorine smell.

If you have a public use well or water system, contact the Deschutes County Public Health Department for specifics on testing prior to consumption of any water. The Drinking Water Program administers and enforces drinking water quality standards for approximately 175 public water systems within Deschutes County. More information can be found on their website at <https://www.deschutes.org/health/page/drinking-water>

Oregon implements drinking water protection through a partnership of DEQ (Department of Environmental Quality) and the OHA (Oregon Health Authority). The program provides information about drinking water, and helps Oregonians get involved in protecting drinking water quality. In general, for questions regarding groundwater sources, contact OHA. Contact DEQ for questions about protecting public water supplies using surface water.

For questions about regulations, water quality, treatment plants, and testing, contact OHA who is the primacy agency for the implementation of the federal Safe Drinking Water Act in Oregon.

OHA's webpages provide the most useful info for consumers about drinking water protection:

<https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/DRINKINGWATER/Pages/index.aspx>

Information specific for private domestic wells is here:

<https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/DRINKINGWATER/SOURCEWATER/DOMESTICWELLSAFETY/Pages/index.aspx>

SOLID WASTE

Removing Debris

Cleanup of your property can expose you to potential health problems from hazardous materials. Wet down any debris to minimize health impacts from breathing dust particles. The use of a two-strap dust particulate mask with nose clip and coveralls will provide the best minimal protection. Leather gloves should be worn to protect your hands from sharp objects while removing debris.

Hazardous materials such as kitchen and bathroom cleaning products, paint, batteries, contaminated fuel and damaged fuel containers must be handled properly. Contact your local County Officials for specific handling restrictions and disposal options.

All hazardous materials should be labeled as to their contents if known!

HEATING FUELS

Checking Propane Tanks

Propane suppliers recommend homeowners contact them for an inspection prior to reusing their system. If the fire burned the tank, pressure relief valve probably opened and released the contents of the tank. Tanks, brass and copper fittings, and lines may be heat-damaged and unsafe. Valves should be turned off and remain closed until the propane suppliers inspect the system.

Checking Home Heating Oil Tanks

Heating oil suppliers recommend homeowners contact them for an inspection prior to reusing their system. The tank may have shifted or fallen from the stand and fuel lines may have kinked or weakened. Heat from the fire may have caused the tank to warp or bulge. Non-vented tanks are more likely to bulge or show signs of stress. The fire may have loosened or damaged fittings and filters. If the tank is intact and heating oil remains in the tank, the heating oil should still be good. If you have questions on the integrity of the tank, fuel lines, tank stand, or the fuel, or need assistance in moving the tank or returning it to service, contact your fuel supplier.

MISCELLANEOUS SAFETY AWARENESS

Ash Pits

Holes created by burned trees and stumps create ash pits, which are full of hot ashes. Mark them for your safety, as they can stay hot for many days following the fire, causing serious burns. Warn your family and neighbors, especially children. Tell them to watch for ash pits and to not put hands or feet in these holes—they are hot!

Evaluation of Trees Damaged by Fire

The following information will assist you in evaluating any trees that have been scorched or burnt by the fire. Identification of the type of tree affected is important and can easily be done. Two basic types of trees exist in this area: deciduous and evergreen. Deciduous trees are broad leaf trees that lose their leaves in the fall.

In this area we have a variety of deciduous tree species. Evergreen trees have needles and in this area we mainly have Ponderosa Pine, Lodgepole Pine and Western Juniper.

First: visually check the tree stability. Any tree weakened by fire may be a hazard. Winds are normally responsible for toppling weakened trees. The wind patterns in your area may have changed as a result of the loss of adjacent tree cover. Seek professional assistance before felling trees near power lines, houses or other improvements.

If the tree looks stable:

- Visually check for burnt, partially burnt or broken branches and tree tops that may fall.
- Check for burns on the tree trunk. If the bark on the trunk of the tree has been burned off or scorched by very high temperatures completely surround the tree's circumference, the tree will not survive. This is because the living portion of the tree (cambium) was destroyed. The bark of the tree provides protection to the tree during fire. Bark thickness varies based upon tree species: check carefully to see if the fire or heat penetrated the bark. Where fire has burnt deep into the tree trunk, the tree should be considered unstable until checked.
- Check for burnt roots by probing the ground with a rod around the base of the tree and out away from the base several feet. The roots are generally six to eight inches below the surface. If you find that the roots have been burned you should consider this tree very unstable; it could easily be toppled by wind.

If the tree is scorched

- A scorched tree is one that has lost part or all of its needles. Leaves will be dry and curled. Needles will be a light red or straw colored. Healthy deciduous trees are resilient and may possibly produce new branches and leaves, as well as sprouts at the base of the tree. Evergreen trees, particularly long-needled trees, may survive when partially scorched. An evergreen tree that has been damaged by fire is subject to bark beetle attack. Please seek

professional assistance concerning measures for protecting evergreen trees from bark beetle attack.

Residual Smoke In Fire Interior

Smoke may be present on the interior of the fire for several days following containment. This occurs as a result of stumps, roots, and other surface materials being exposed to changing temperatures and wind conditions. Smoke volume from these materials may fluctuate depending on weather conditions. This activity should not pose a risk and smoke will continue to dissipate until materials are fully consumed or extinguished by fire crews or weather.

Flooding Risk

With the recent large high intensity wildfires in Oregon certain locations within burned areas, or downhill and downstream of burned areas are much more susceptible to flash flooding and debris flows. Even areas that are not traditionally flood prone are at risk due to changes to the landscape caused by wildfire. Rainfall that would normally be absorbed will run off extremely quickly after a wildfire, as burned soil can be as water repellent as pavement. As a result, much less rainfall is required to produce a flash flood. A good rule of thumb is, if you can look uphill from where you are and see an area burned by wildfire, you are at risk.

Preparing for Flooding

In the event of moderate to heavy rainfall, do not wait for a flash flood warning in order to take steps to protect life and property. Thunderstorms that develop over the burned area may begin to produce flash flooding and debris flows before a warning can be issued. If you are in an area vulnerable to flooding and debris flows, plan in advance and move away from the area. There may be very little time to react once the storms and rain start.

- Have an evacuation/escape route planned that is least likely to be impacted by Flash Flooding or Debris Flows
- Have an Emergency Supply Kit available
- Stay informed before and during any potential event; knowing where to obtain National Weather Service (NWS) Outlooks, Watches and Warnings via the NWS Pendleton Website, Facebook, Twitter, or All Hazards NOAA Weather Radio
- Be alert if any rain develops. Do not wait for a warning to evacuate should heavy rain develop.
- Call 911 if you are caught in a Flash Flood or Debris Flow
- Contact local officials for additional risk information and potential mitigation efforts
- Contact The US Army Corps of Engineers regarding their [Silver Jackets Program](#)



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 6, 2021

SUBJECT: Youth Success Partnership (YSP) Program Update

RECOMMENDED MOTION:

No motion needed at this time.

BACKGROUND AND POLICY IMPLICATIONS:

During the Fiscal Year 2022 Budget process, the Deschutes County Budget Committee approved funds for the Youth Success Partnership (YSP), which is a three-year pilot program that builds on a partnership with Bend-La Pine Schools.

Specifically, Deschutes County Health Services (DCHS) and Bend-La Pine Schools (BLS) recognize the importance of students' health so they can learn effectively and thrive both now and in the future. Therefore, we are leveraging this powerful community partnership to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools by the 2023-2024 school year.

Collaboration between DCHS and BLS incorporates a Whole School, Whole Community, Whole Child (WSCC) model, serving the needs of the whole child in the setting where they spend most of their time – their local school. Staff, family, and community engagement, training, and support will also be incorporated within this model as part of the PHSs work, thus complementing and enhancing existing systems.

The Youth Success Partnership focus will be to identify, educate, and intervene on behalf of the whole child to support healthy school environments for optimal learning, personal well-being. Issues to be addressed will include adolescent suicide ideation, vaping, bullying, social media risks, tobacco and alcohol use, pregnancy, sexually transmitted infections and immunizations as well as other emerging risks and infectious diseases that may keep

students away or disconnected with school, which increases the likelihood of negative consequences in adulthood.

We have made significant progress since the program went into effect on July 1st. Two of the three staff to be in place for year 1 have been hired, with the third staff member to be brought on soon. A Steering Committee for the program, made up of leadership from BLS and DCHS, has been established and is meeting twice monthly to problem solve and review progress. Also, an Operations Committee has been established which meets weekly to develop the YSP strategic plan and evaluation plan. This work was enhanced by the expertise of two Consultants that were secured to work with the Operations Committee. The Evaluation Plan will include agreed upon baseline and outcome data to drive continued and sustained program evaluation work. DCHS and BLS staff will provide the BOCC an update on all of these items, seek guidance and inputs and present planned activities for the upcoming months.

BUDGET IMPACTS:

In FY22, Deschutes County and BLS will each provide \$161,601 (\$323,202 total) to fund program personnel and expenses.

ATTENDANCE:

Jennifer Hauth, Director of Social Emotional Learning, Bend-La Pine Schools
 Lora Nordquist, Deputy Superintendent, Bend-La Pine Schools
 Jess Lawrence, Director, Cairn Guidance
 Nahad Sadr-Azodi, Public Health Director
 Jessica Jacks, Prevention Programs Supervisor
 Aimee Snyder, Youth Success Partnership Supervisor