



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS REGULAR MEETING

9:00 AM, WEDNESDAY, JULY 14, 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 8:00a.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-notice>.

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 8:00 am on the day of the meeting.*

CONSENT AGENDA

1. Consideration of Board signature on Order number 2021-030 for the proposed Road Name Assignment of Hedgehog Court

ACTION ITEMS

2. Consideration of Document No. 2021-624, Delegation of Authority for Grandview Fire
3. Consideration of Chair Signature of Document No. 2021-521, Greater Redmond Area Enterprise Zone Extended Agreement
4. Discussion of Board Approval of FTE for Deschutes County Public Health's HIV Early Intervention and Outreach Services Program
5. Consideration of Resolution No. 2021-054 Increasing Appropriations and Adding 1.0 Limited Duration FTE within the Fiscal Year 2021-2022 Deschutes County Budget.
6. Consideration of Chair Signature of Document No. 2021-538, Oregon Health Authority Intergovernmental Agreement for Local Public Health Authority
7. Series 2012 Full Faith and Credit Obligation Refunding Proposal
8. American Rescue Plan Act Funding Discussion
9. 2nd reading of Ordinance No. 2021-010 - An Ordinance Amending Sections of Deschutes County Code 1.08, 1.16, 13.12 and 13.36, Regarding Code Compliance

LUNCH RECESS

10. Staff Updates for Wildfire Mitigation Amendments - Senate Bill 762
11. Discussion: SB 391 / Rural Accessory Dwelling Unit Legislation
12. House Bill 3295 / Marijuana Tax Revenue / Cannabis Advisory Panel

13. 2021 Legislative Session Outcomes and Impacts

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 14, 2021

SUBJECT: Consideration of Board signature on Order number 2021-030 for the proposed Road Name Assignment of Hedgehog Court

RECOMMENDED MOTION:

Move approval of Board Order 2021-030, an order assigning the name Hedgehog Court to a local access road extending east from Pioneer Loop.

BACKGROUND AND POLICY IMPLICATIONS:

The road to be named extends for approximately 650 feet to the East of Pioneer Loop and ends in a cul-de-sac. This local access road was created and publically dedicated as part of Minor Partition MP-80-55, and the cul-de-sac was later created and dedicated through Minor Partition MP-95-32. Four properties take access from this road, and the road naming was initiated by one of those abutting property owners.

Under DCC 16.16.030(B) public comments on the proposed road name are limited to those parties owning property abutting the affected road or having an address on the affected road. Staff mailed notice of the application to these parties on April 28, 2021 and a notice of the staff decision was mailed on June 30, 2021. No public comments were received in response to the notice of application or notice of the staff decision. The staff decision became final on July 9, 2021. Staff has scheduled a July 14, 2021 meeting with the Board to consider signature of Board Order 2021-030 which implements the approval of Hedgehog Court under file 247-21-000351-RN.

BUDGET IMPACTS:

None.

ATTENDANCE:

Audrey Stuart, Assistant Planner, CDD



FINDINGS AND DECISION

FILE NUMBER: 247-21-00351-RN

APPLICANT: Keith Riehl

REQUEST: The applicant requests to establish the name Hedgehog Court for an unnamed local access road which extends off of Pioneer Loop.

STAFF CONTACT: Audrey Stuart, Assistant Planner

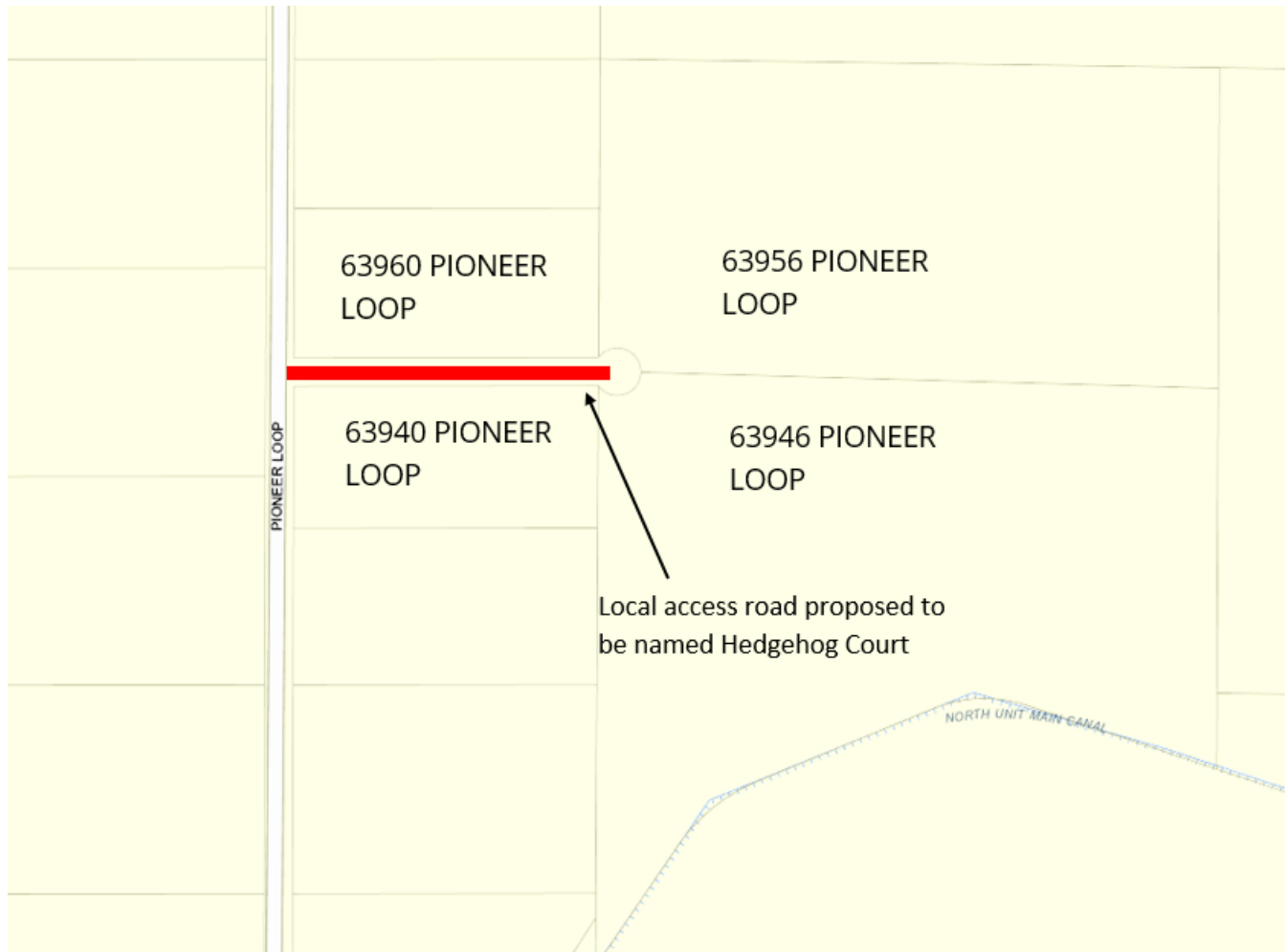
I. APPLICABLE CRITERIA:

Deschutes County Code (DCC)
 Title 16, Addresses and Road Names
 Chapter 16.16, Road Naming
 Title 22, Deschutes County Development Procedures Ordinance

II. BASIC FINDINGS:

LOCATION: The subject area is a local access road which serves four properties, one of which is owned by the applicant. The area is located in the Bend postal area. The local access road extends for approximately 650 feet to the East of Pioneer Loop and ends in a cul-de-sac. The road’s location is further described as being in Township 17S, Range 12E, Sections 11 and 12.

Figure 1: Map of Subject Area



Pursuant to Deschutes County Code (DCC) 16.16.030, the applicant, Keith Riehl, initiated the application to establish the name for the private road on April 5, 2021.

AFFECTED PROPERTIES: The following four properties have frontage on, and take access from, this road.

ADDRESS	LEGAL DESCRIPTION
63960 Pioneer Loop	17-12-11A0, Tax Lot 2004
63940 Pioneer Loop	17-12-11A0, Tax Lot 3004
63956 Pioneer Loop	17-12-12, Tax Lot 200
63946 Pioneer Loop	17-12-12, Tax Lot 201

REVIEW PERIOD: The subject application was submitted on April 5, 2021. This application will be reviewed in accordance with DCC 16.16 and requires final approval by the Board of County Commissioners (BOCC) per DCC 16.16.030(I).

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice on April 28, 2021 to several public agencies and received the following comments:

Deschutes County Address Coordinator, Tracy Griffin

The proposed road name, Hedgehog Court, meets the road naming criteria set forth in DCC 16.16.030 and is approved for use.

Deschutes County Senior Transportation Planner, Peter Russell:

I have reviewed the transmittal materials to name this Local Access Road which extends east from Pioneer Loop on the NE Quarter of Section 11 of Tax Map 17-12 between Tax Lots 200 and 300. The 60-foot-wide public road was created as part of MP-80-55 and is identified on the tax map as Ded. OR439-01224. The cul-de-sac bulb is from MP-95-32. I have no adverse comments.

The following agencies did not respond to the notice: 911, Avion Water Company, Bend-La Pine School District, Bend Regional Watermaster, Deschutes County Road Department, Deschutes County Sheriff’s Office, and Deschutes County Surveyor.

PUBLIC COMMENTS: Notice was mailed to the four (4) affected properties on April 28, 2021 per DCC 16.16.030(B). The applicant also posted a proposed road name sign. No public comments were received.

III. CONCLUSIONARY FINDINGS:

CHAPTER 16.16, ROAD NAMING

Section 16.16.010, Road Naming Authority.

- A. Deschutes County, through the Community Development Department, shall have the authority to and shall assign road names to roads requiring names as provided in DCC 16.16.**

FINDING: The subject road naming application is being reviewed by the Deschutes County Community Development Department. This criterion is met.

Section 16.16.020, Unnamed Roads.

All unnamed public and private roads and other roadways which provide access to three or more tax lots, or which are more than 1,320 feet in length, shall be assigned a name in accordance with the procedures in DCC 16.16.030.

FINDING: The subject unnamed road provides access to four (4) tax lots. Therefore, staff finds the proposed road name assignment must be reviewed in accordance with the procedures in DCC 16.16.030, which are addressed below. This criterion will be met.

Section 16.16.030, Procedures for Naming New Roads.

A. Application.

- 1. The naming of a road may be initiated by the Community Development Department, Planning Commission, the Board, or by application of adjacent property owners, developers, or public agencies which may be affected by road names.**

FINDING: This application was initiated by Keith Riehl, who owns the property at 63946 Pioneer Loop. A Road Naming application was filed with Deschutes County on April 5, 2021. This criterion is met.

- 2. An application to name a road shall be submitted to the Community Development Department and shall include, at a minimum, the following:**
 - a. Name of applicant;**
 - b. Location of road by description and or map;**
 - c. Legal status of road, if known;**
 - d. Proposed road name, with two alternate proposed names;**
 - e. Reason for name request;**
 - f. Petition(s) attached, if any, and**
 - g. Fee, if any, as established by the Board.**

FINDING: The applicant submitted application materials and the required fee on April 5, 2021. The application materials indicated the preferred road name, Hedgehog Court, and one alternative name. Staff requested one additional alternative name per DCC 16.16.030(2)(D) and the applicant responded in an email dated May 7, 2021. All other information was provided or gathered through staff research and these criteria are met.

- B. Notice of a proposed name assignment shall be sent to all persons owning property abutting the affected road or having an address on the affected road. Such notices shall be sent within 10 days of the receipt of an application, if any, or other action initiating the proposed road name assignment.**
- C. Persons receiving notice under DCC 16.16.030(B) shall promptly notify any tenants or other occupants of the affected property of the proposed road name assignment.**
- D. Any person receiving notice under DCC 16.16.030(B) above may comment in writing on the proposed name within 10 days from the date of notice.**

FINDING: On April 28, 2021, staff mailed notice of this pending application to the four (4) property owners abutting the subject road to be named. The mailed notice included a statement requiring the recipient to notify any tenants or other occupants of the affected property of the proposed road name assignment. No public comments were received. These criteria are met.

E. Standards

- 1. General. The proposed road name shall:**
 - a. Be limited to a maximum of two words.**
 - b. Not duplicate existing road names, except for continuations of existing roads.**
 - c. Not sound so similar to other roads as to be confusing.**
 - d. Not use compass directions such as North, East, South, etc., as part of the road name.**
 - e. Not use designations such as Loop, Way, Place, etc., as part of the road name.**
 - f. Improve or clarify the identification of the area.**
 - g. Use historical names, when possible.**
 - h. Reflect a consensus of sentiment of affected property owners and occupants, when possible, subject to the other standards contained in DCC 16.16.030.**

FINDING: The applicant submitted three proposed names and indicated that Hedgehog Court was the preferred name. The two alternative names that were provided are Fugawi Court and Lost Lane.

There are currently two roads in Deschutes County with the assigned name of Lost Lane. Staff finds that this alternative name does not meet the criteria of DCC 16.16.030(E)(1)(b) and is therefore not a valid option.

Hedgehog Court does not duplicate any existing road name, nor does it sound similar to existing road names, use compass directions, or use designations as part of the name. The application materials indicate the purpose of the proposed name change is make navigation easier, as Google Maps has listed the subject local access road as Hedgehog Court. Staff finds that designating a specific name for the subject unnamed road will serve to improve and clarify identification of the area, as Pioneer Loop currently runs from north to south without any named roads that extend off of it. As noted above, staff mailed notice of the proposed road name change to impacted property owners on April 28, 2021 and no comments were received in opposition.

Fugawi Court also does not duplicate an existing name, and staff finds it meets the criteria of DCC 16.16.030(E)(1)(a-d). The application materials indicate there is an existing sign, which was not placed by Deschutes County, that reads "Fugawi Ct." Therefore, staff finds the option Fugawi Court satisfies the criterion of DCC 16.16.030(E)(1)(f) because it may reflect another name that has been colloquially assigned to the currently unnamed road.

- 2. Particular Roads. The proposed road name shall also conform to the following standards:**
 - a. North/South roads shall be called "roads" or "streets."**
 - b. East/West roads shall be called "avenues."**
 - c. Roads dead-ending in a turnaround 1,000 feet or less from their beginning points shall be called "courts."**

- d. Roads of reduced right-of-way or curving roads of less than 1,000 feet shall be called "lanes" or "terraces."**
- e. Curving roads longer than 1,000 feet shall be called "drives" or "trails."**
- f. Roads that deviate slightly from the main course of a road with the same name, are less than 1,000 feet in length, shall be called "places."**
- g. Roads that are four lanes or more shall be called "boulevards."**
- h. Historical roads shall be called "market roads."**
- i. Roads running at oblique angles to the four points of the compass, less than 1,000 feet in length, shall be called "ways." (See Appendix "D," attached hereto.)**
- j. Roads that begin at and circle back onto the same road, or that are circular or semicircular, shall be called "circles" or "loops."**

FINDING: The subject unnamed road runs from east to west and ends in a turnaround approximately 650 feet from its beginning point. Staff finds the description under DCC 16.16.030(E)(2)(c), above, best matches the subject road. Therefore, the proposed suffix of "court" is appropriate for the proposal.

F. Staff Review and Road Name Assignment: The Community Development Department shall review road name applications and shall assign road names under the following procedure:

- 1. Verify legal status of road with the County Clerk's office and Road Department.**

FINDING: The road to be named was created and publically dedicated as part of Minor Partition MP-80-55, and the cul-de-sac was later created and dedicated through Minor Partition MP-95-32. Comments provided by Deschutes County Senior Transportation Planner verify that the road was publically dedicated through Deed of Dedication OR439-01224. Staff finds these Deschutes County records verify the legal status of the subject road. This criterion is met.

- 2. Check proposed road name(s) to avoid duplication or confusing similarity with other existing road names, with those on approved preliminary land divisions and with those approved for future use.**

FINDING: Staff has verified that the proposed name does not duplicate or sound confusingly similar to an existing road name. Comments from the Deschutes County Property Address Coordinator did not identify any issues with the proposed road name, including any conflicts with existing or proposed road names. Staff finds this criterion is met.

- 3. Perform a field check, when necessary.**
- 4. Assist the applicant or other affected person(s) to find alternate names when required.**

FINDING: Staff determined a field check was not necessary, based on the availability of Deschutes County records and information provided by the applicant. As noted above, the original application

materials only included one alternate road name option. The applicant then provided a second alternate, Fugawi Court, in an email dated May 7, 2021. Therefore, no assistance was required to help the applicant or other affected persons identify alternate names.

- 5. Notify appropriate persons, departments and agencies of the road name application, and request comments.**
- 6. Review and consider all comments submitted.**
- 7. Assign a road name in accordance with the standards set forth in DCC 16.16.030(E) above.**

FINDING: A Notice of Application was sent to impacted property owners, and all appropriate departments and agencies. This Notice of Application requested that interested parties submit comments to the record, and no public comments were received. Comments from agency staff were reviewed and considered, and those comments are included in the Basic Findings, above. The assigned name, Hedgehog Court, meets the standards of DCC 16.16.030(E). These criteria are met.

- G. Notice of Staff Decision. Following assignment of a road name by the Community Development Department, notice of the road name assignment shall be sent to all persons entitled to notice under DCC 16.16.030(B).**
- H. Appeal. Affected property owners and occupants shall have the right to appeal the assignment of a road name by the Community Development Department. Such appeals shall be conducted in accordance with the provisions of the Deschutes County Development Procedures Ordinance, except where the provisions of DCC 16.16.030 conflict with the procedures ordinance, in which case the provisions of DCC 16.16.030 shall apply. Affected property owners and occupants shall have 10 days from the date of the staff decision in which to file an appeal. Issues on appeal shall be limited to whether the Community Development Department correctly applied the criteria set forth herein.**

FINDING: A Notice of Staff Decision will be mailed in accordance with the requirements of DCC 16.16.030(B). Affected property owners and occupants shall have 10 days from the date of the staff decision to file an appeal. These criteria will be met.

- I. A road name assignment becomes final when no further right of appeal established herein is possible. Within 10 days of the road name assignment becoming final, the Board shall sign an order establishing the road name as assigned by the Community Development Department.**

FINDING: Within ten (10) days of this decision becoming final and absent an appeal, the proposed road name assignment of Hedgehog Court will become final under Board Order 2021-030. This criterion will be met.

- J. The affected property owners and occupants shall have 180 days from the date of the Board order of road name assignment to begin using the road name.**

FINDING: To ensure compliance a condition of approval has been added. This criterion will be met.

- K. Notice of Decision. Following the order of the Board naming a road, the Community Development Department shall:**
 - 1. Notify the applicant requesting the road name of the action**
 - 2. Send copies of the order naming the road to the following:**
 - a. Road Department**
 - b. Assessor's Office and Tax Office**
 - c. Postmaster**
 - d. Planning Department**
 - e. County Clerk's office**
 - f. Affected telephone and other utilities**
 - g. Affected fire department(s)**
 - h. Local school district(s)**
 - i. Emergency services, i.e., police, fire, 911, etc.**
 - 3. File the original order naming a new road with County Clerk**
 - 4. On a monthly basis, the Community Development Department shall publish a list of changed road names in a newspaper of general circulation designated for the purpose of the Board.**

FINDING: A Notice of Decision will be sent out following action by the Board to approve the assigned road name. Notice will be sent to the applicant as well as the agencies listed in DCC 16.16.030(K)(2)(a-i). The original order by the Board will be recorded with the County Clerk. Within one month of final approval by the Board, the road name change will be published in a newspaper of general circulation. These criteria will be met.

IV. CONCLUSION:

Based on the foregoing findings, staff concludes that the proposed road name can comply with the applicable standards and criteria of the Deschutes County Road Naming Ordinance if conditions of approval are met.

Other permits may be required. The applicants are responsible for obtaining any necessary permits from the Deschutes Road Department as well as any required state and federal permits.

The Deschutes County Road Department will coordinate the posting of a new road sign with the Property Address Coordinator. Please coordinate with the Deschutes County Road Department regarding fees related to the creation and installation of the new road sign.

V. DECISION:

APPROVAL, subject to the following conditions of approval.

VI. CONDITIONS OF APPROVAL:

- A.** The affected property owners and occupants shall have 180 days from the date of the Board Order of road name assignment to begin using the road name.

VII. DURATION OF APPROVAL:

This decision becomes final ten (10) days after the date mailed, unless appealed by a party of interest. Issues on appeal shall be limited to whether the Community Development Department correctly applied the criteria set forth herein. To appeal, it is necessary to submit a Notice of Appeal, the appeal fee of \$250.00 and a statement raising any issue relied upon for appeal with sufficient specificity to afford the Hearings Body an adequate opportunity to respond to and resolve each issue.

Within ten (10) days of this decision becoming final and absent an appeal, the Board of County Commissioners shall approve the subject road name assignment pursuant to Board Order 2021-030.

Copies of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

NOTICE TO MORTGAGEE, LIEN HOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

DESCHUTES COUNTY PLANNING DIVISION



Written by: Audrey Stuart, Assistant Planner



Reviewed by: Peter Gutowsky, Planning Manager

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Assigning the Name of Hedgehog Court *
to a Public Road Right-of-Way Located Off * ORDER NO. 2021-030
Pioneer Loop Approximately 6,000 Feet North of *
Hamehook Road. *

WHEREAS, Keith Riehl applied to assign a road name pursuant to Deschutes County Code, Title 16, Addresses and Road Names, to assign the name of Hedgehog Court to a 60-foot-wide public road right-of-way located in Township 17 South, Range 12 East, Sections 11A and 12 W.M.; and

WHEREAS, all public notices required to be given under DCC 16.16.030(B) regarding the proposed name have been given; and

WHEREAS, the appeal period for appealing the Community Development Department’s approval expired; and

WHEREAS, DCC 16.16.030(I) requires the road names be assigned by order of the Board of County Commissioners; now, therefore,

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

Section 1. That the name of Hedgehog Court be assigned to a 60-foot-wide public road right-of-way to provide access to the properties at Township 17 South, Range 12 East, Sections 11A and 12, as set forth in Exhibit “A,” attached hereto and incorporated herein.

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Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

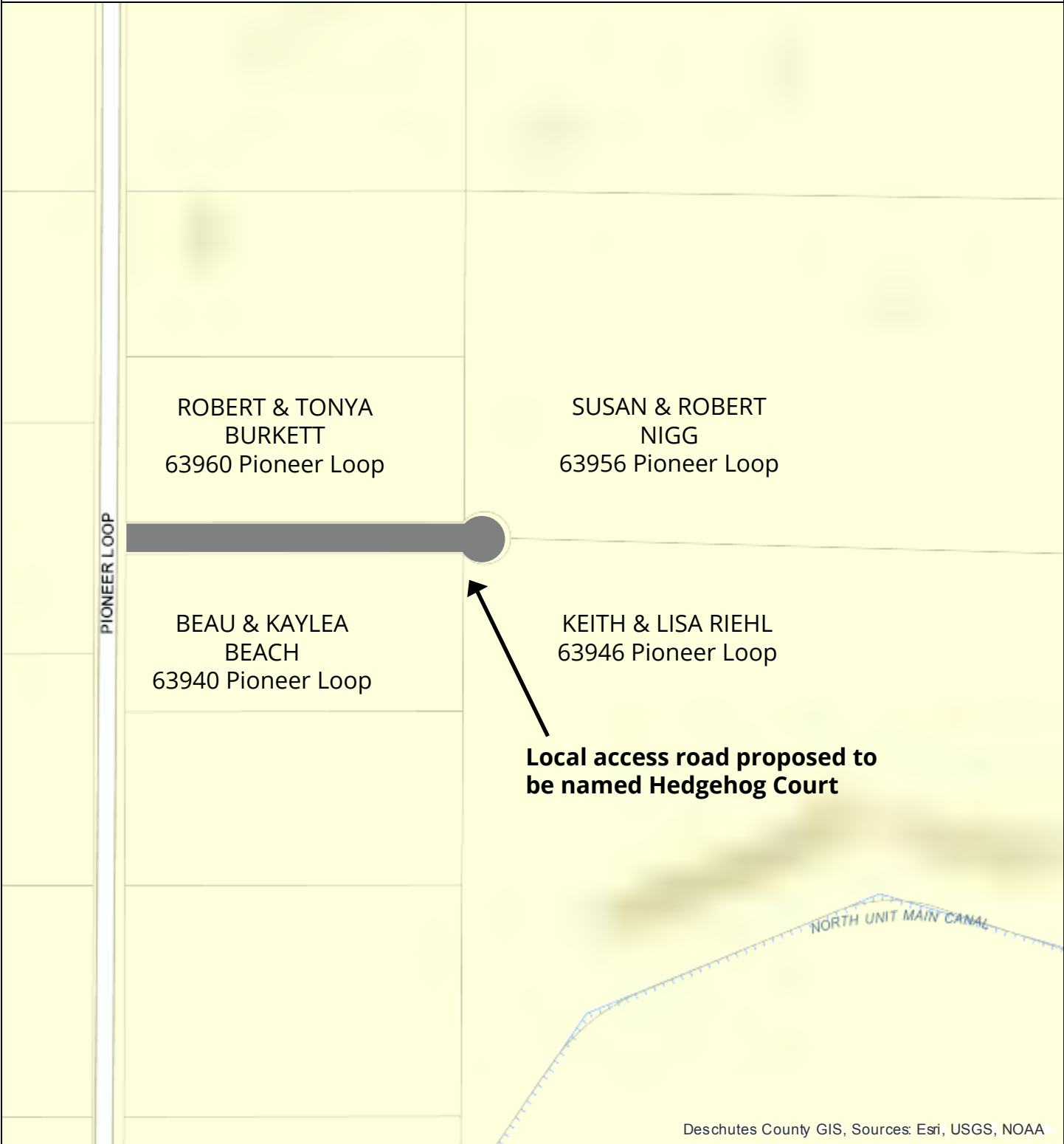
PHIL CHANG, VICE CHAIR

ATTEST:

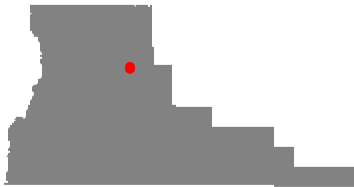
Recording Secretary

PATTI ADAIR, COMMISSIONER

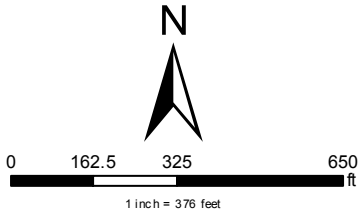
Exhibit A
Hedgehog Court
Board Order 2021-030



Deschutes County GIS, Sources: Esri, USGS, NOAA



Date: 6/29/2021





DELEGATION OF AUTHORITY

Grandview Fire

INCIDENT NAME

Ian Yocum is assigned as the Incident Commander (IC) for the Grandview Fire located on lands unprotected by established fire authorities throughout Deschutes County. IC will assume command of this incident at 1800 hours on July 12th, 2021.

The IC is delegated full authority and responsibility for managing the fire suppression activities on these lands within the framework of law and the direction provided by the Oregon Office of State Fire Marshal and by the jurisdiction administrator or their designee.

The IC's primary responsibility is to organize and direct assigned resources for safe, efficient, and effective mitigation of this incident in and around structures.

The IC is accountable to the State Fire Marshal and the jurisdiction administrator or their designee.

Specific direction for the Grandview Fire is as follows:

1. Provide for the safety and welfare of all assigned personnel.
2. Establish unified command with other agencies who have – or have been granted – authority as it relates to this incident.
3. Maintain interagency cooperation with all agencies participating in mitigation of this incident.
4. Document damage to structures and improvements caused by the incident by producing maps and photographs of damage caused by fire.
5. Document damage caused by suppression resources, which should include photographic documentation.
6. Provide for situation reports to the affected jurisdiction(s).
7. Provide timely and accurate public information utilizing appropriate means such as public meetings, social media, and community outreach.
8. Design and implement a method for the immediate transfer of information related to the need for revision of evacuation levels. This method should also include a process for the jurisdiction(s) to

notify the team of possible threats to structures.

- 9. Provide initial attack to emerging incidents located throughout the area of this delegation, if available, at the request of the fire defense board chief and approved by the unified incident commanders
- 10. Provide a process for release of this delegation and transfer of command back to the appropriate authority.

The jurisdiction administrator or their designee will:

- 1. Attend Cooperators Meetings and Planning Meetings.
- 2. Provide jurisdiction mapping products.
- 3. Provide appropriate available in-briefing documentation.

Authority Having Jurisdiction: Deschutes County

<u>TONY DeBONE</u>	<u>COMMISSIONER</u>	<u>541-791-8725</u>
JURISDICTION ADMINISTRATOR NAME	TITLE	CELL

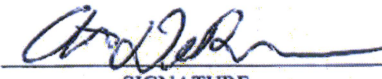
In the event that I am not immediately available, my designated representatives will be:

<u>PHIL CHANG</u>	<u>COMMISSIONER</u>	_____
1 ST DESIGNEE NAME	TITLE	CELL

<u>PATTI ADAIR</u>	<u>COMMISSIONER</u>	_____
2 ND DESIGNEE NAME	TITLE	CELL

FEO KEITH - DESCHUTES COUNTY FORESTER 541-408 8862

By my signature, I hereby delegate full authority and responsibility for managing the fire suppression activities within the framework of law and the direction provided herein to the Oregon Office of State Fire Marshal (OSFM).

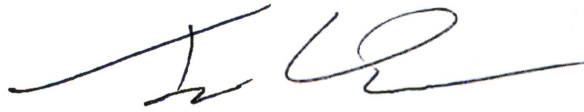
<u>TONY DeBONE</u>	
JURISDICTION ADMINISTRATOR NAME	SIGNATURE

By my signature, I hereby accept the delegated authority as described herein.

<u>Manana Ruiz-Temple</u>	<u>Manana Ruiz-Temple</u>
OSFM AGENCY ADMINISTRATOR NAME	SIGNATURE

Ian Yocum

INCIDENT COMMANDER NAME



SIGNATURE



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 14, 2021

SUBJECT: Enterprise Zone – Extended Abatement Agreement – Nosler

RECOMMENDED MOTION:

Approve the Agreement for Oregon Enterprise Zone Extended Abatement for Nosler, Inc.

BACKGROUND AND POLICY IMPLICATIONS:

All employment lands in the City of Redmond are part of a State enabled economic development designation known as the Enterprise Zone (E-Zone). This program allows qualifying businesses and investments to receive a 100% abatement of property taxes associated with the assessed value of new qualifying capital improvements. Companies continue to pay taxes on the value of the land and any capital investments that are not eligible for the abatement. Depending upon the nature of the State program being used, E-Zone abatements can range from three (3) years; to five (5) years (known as the Extended program), to as many as (fifteen) 15 years (known as the Long-Term Rural program). The duration of the abatement is connected to the number of jobs created and wage level.

The three-year abatement does not have an average wage requirement. However, the Extended and Long-Term Rural programs require wages that are certified at or above 150% of Deschutes County average annual compensation (\$71,393).

Compensation under the criteria includes salary, overtime, medical and retirement benefits. Not all jobs created need to exceed the 150 percent average annual compensation criteria, but rather an average of the overall compensation for all net new jobs needs to exceed the 150 percent average annual compensation criteria.

Extended abatements are done through agreements by the E-Zone sponsor(s) which extend the tax abatement for either one or two years beyond the standard three-year abatement.

Extended abatements need to be approved by the sponsor(s) of the E-Zone. It is the prerogative of the sponsor agency whether the approval is made by the governing body or administratively. The Greater Redmond Area E-Zone has three co-sponsors: The City of Redmond; Deschutes County; and the City of Sisters. The City of Redmond's policy is that the Redmond City Council

approves all extended E-Zone agreements.

Additionally, the City of Redmond waives or reduces, depending upon specific set criteria, land-use, building and permitting fees.

PROJECT:

Nosler, Inc has been operating its casing manufacturing facility in Redmond since 2016 and their bullet manufacturing business Bend since 1958. The company has seen tremendous growth over the past few years and is out of room at the Bend factory. Nosler purchased 60 acres of land in Redmond 2015 for the casing manufacturing operation. With current demand exceeding expectations they have determined a new state of the art 80,000 square foot facility is needed now and plan on relocating the company to Redmond.

Nosler is well known in the industry for producing ammunition and handloading components and specializing in high performance hollow point and soft point hunting bullets. The current company also includes subsidiaries Nosler Custom and Nosler Reloading. Nosler also produces products for military and law enforcement agencies.

Nosler submitted an application in April 2021 requesting an extended abatement.

The project being undertaken is construction of a new building and new equipment, the relocation of all operations. Total project cost is estimated at \$13.5 million, which includes equipment eligible for exemption, if approved for 5 years. Roughly \$12 million is capital construction and \$1.5 million is capital equipment. This does not include the nearly \$7 million in transferred property presently on the County tax roll and not eligible for exemption.

The firm will relocate 103 jobs to Redmond and will create at least an additional 14 new jobs in Redmond by the first year of exemption (estimated to be 2023). The application and wage documentation have been certified above 150% by City Manager Keith Witcosky and Enterprise Zone Manager, Jon Stark.

This E-Zone Extended Abatement Agreement is for two additional years.

BUDGET IMPACTS:

This action will extend the property tax abatement for the qualified project by two years, impacting the County's property tax collections. The County's apportionment of the abatement is estimated to be \$9,800/year.

ATTENDANCE:

Jon Stark, Sr. Director, Redmond Economic Development, Inc./EDCO
Enterprise Zone Manager

Greater Redmond Area Enterprise Zone Extended Abatement

WRITTEN AGREEMENT WITH THE GREATER REDMOND AREA ENTERPRISE ZONE SPONSORS TO EXTEND PROPERTY TAX EXEMPTION TO [FOUR/FIVE] CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT BY Nosler, Inc.]

The sponsors of the Greater Redmond Area Enterprise Zone comprising the governing bodies of [the City of Redmond, Sisters and Deschutes County] (hereinafter the “Zone Sponsor”) and Nosler Inc. (hereinafter the “Firm”) do hereby enter into an agreement pursuant to ORS 285C.160 for extending the period of time in which the Firm will receive a property tax exemption on its [proposed] investment[s] in qualified property in the Greater Redmond Area Enterprise Zone contingent on certain special requirements.

The Zone Sponsor and the Firm jointly acknowledge: That subject to the Firm’s timely submission of an application for authorization, the satisfaction of applicable requirements under ORS 285C.050 to 285C.250 (the “Statute”), and the Zone Sponsor’s approval thereof, the Firm is eligible for three years of property tax exemption on its qualified property. So long as the Firm elects to continue to receive this property tax exemption and continues to qualify, then this agreement shall have no effect on this three-year exemption. Nothing in this agreement shall be construed as a waiver of the qualification requirements of the Statute. If the Firm loses its qualified status for any reason set forth in the Statute, then this agreement becomes null and void.

The Zone Sponsor extends The Firm's property tax exemption an additional two years on all property that initially qualifies in the Greater Redmond Area Enterprise after the initial assessment year beginning on January 1, 2023 and, thus, sets a total period of exemption of five consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be continuously satisfied.

CONFIRMATION OF STATUTORY PROVISIONS

In order to receive the additional two years of enterprise zone exemption granted herein, the Firm agrees under 285C.160(3)(a)(A) that for each year of the entire exemption period, including the first three years and the additional one or two years, all of the Firm's new employees will receive an average rate of compensation equal to or greater than 150 percent of the county average annual wage, as determined at the time the enterprise zone tax exemption is authorized in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 674 (123-674-0600), the “Compensation standard” .

Only “Affected Employees” are counted. Affected Employees means persons, positions or jobs under ORS 285C.050(13) that satisfy the following criteria: (a) included as “employment of the firm” in accordance with OAR 123-674-0200; and (b) new jobs filled for the first time: (A) after the date of Application under ORS 285C.140(1), even if an individual filling the job is already employed by the eligible business firm in another position that is refilled within the zone; and (B) on or before December 31 at the end of the initial exemption year, and located within the current boundaries of the Greater Redmond Area Enterprise Zone.

Only full-time, year-round and non-temporary employees engaged a majority of their time in the Firm's eligible operations consistent with ORS 285C.135 including but not limited to persons who perform eligible activities as described in OAR 123-674-1100 or 123-674-1200(3) or (4) and OAR 123-674-0200 are counted, regardless of whether such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by the Firm.

LOCAL ADDITIONAL REQUIREMENTS

The Zone Sponsor does not request any requirement of The Firm and relinquishes all rights to make the additional [one/two] years of property tax exemption granted herein contingent on additional requirements that might otherwise be reasonably requested under ORS 285C.160(a)(B).]

ACCEPTING FOR THE CO-SPONSORS OF THE GREATER REDMOND AREA ENTERPRISE ZONE:

Signature: _____
George Endicott, Mayor,
City of Redmond

Date: _____

Signature: _____
Tony DeBone, Board Chair,
Deschutes County

Date: _____

Signature: _____
Michael Preedin, Mayor,
City of Sisters

Date: _____,

ACCEPTING FOR THE FIRM:

Signature: _____
Representative Signature

Date: _____

Printed Name / Title

Address

City, State, Zip

Phone / Fax

Email



CITY OF REDMOND

CITY HALL
 411 SW 9th STREET
 REDMOND, OR 97756
 541.923.7710
 FAX: 541.548.0706
info@redmondoregon.gov
redmondoregon.gov

STAFF REPORT

DATE: June 8, 2021
TO: Redmond City Council
THROUGH:
FROM:
SUBJECT: Five Year Enterprise Zone Abatement - Nosler

Addresses Council Goal:

4. ECONOMIC DEVELOPMENT

Develop and maintain an environment that promotes and supports a strong, healthy and diverse economic base.

B. Maintain Redmond's reputation as "the place to do business in Central Oregon".

i. Provide incentive programs that are regionally and nationally competitive and targeted towards businesses that benefit the community through the creation of family-wage jobs.

Report in Brief:

This action requests City Council approve an Enterprise Zone Extended Abatement Agreement (for a total of five years) for Nosler, Inc. for qualifying property tax abatement based on capital investment, new job creation and wages.

Background:

All employment lands in the City of Redmond are part of a State enabled economic development designation known as the Enterprise Zone (E-Zone).

This program allows qualifying businesses and investments to receive a 100% abatement of property taxes associated with the assessed value of new qualifying capital improvements.

Companies in this program, pay taxes on the value of the land and any capital investments that are not eligible for the abatement.

There are three primary types of State Enterprise Zone Programs:

- Three Year Program (granted by right for eligible applicants);
- Four or Five Year Program (known as the Extended program) where years four and five are approved by the Zone Sponsor (City/County);
- Seven to 15-year Program (known as the Long-Term Rural program) and approved by Zone Sponsor.

The duration of the abatement is linked to the number of jobs created and wage level.

The three-year abatement does not have an average wage requirement. However, the Extended and Long-Term Rural programs require wages that are certified at or above 150% of Deschutes County average annual compensation (currently \$71,393). The three year program also does not require approval by the City/County where the company is located. They are approved administratively and do not require City Council action.

Compensation under the criteria includes salary, overtime, medical and retirement benefits. Not all jobs created need to exceed the 150 percent average annual compensation criteria, but rather an average of the overall compensation for all net new jobs needs to exceed the 150 percent average annual compensation criteria.

Extended abatements are done through agreements by the E-Zone sponsor(s) which extend the tax abatement for either one or two years beyond the standard three-year abatement.

Extended abatements need to be approved by the sponsor(s) of the E-Zone.

It is the prerogative of the sponsor agency whether or not the approval is made by the governing body or administratively. The Greater Redmond Area E-Zone has three co-sponsors: The City of Redmond; Deschutes County; and the City of Sisters. The City of Redmond's policy is that the Redmond City Council approves all extended E-Zone agreements.

Additionally, the City of Redmond waives or reduces, depending upon specific set criteria, land-use, building and permitting fees.

Discussion:

Since 2016, Nosler, Inc has been operating its casing manufacturing facility in Redmond. Nosler's holdings in Redmond include a 60-acre parcel which they purchased in 2015.

The bullet manufacturing business has been in Bend since 1958.

The company has experienced tremendous growth over the past few years and has outgrown its Bend facility. With product demand exceeding expectations they have determined a new state of the art 80,000 square foot facility is needed and they plan on relocating the entire company to Redmond.

Nosler is well known in the industry for producing ammunition and handloading components and specializing in high performance hollow point and soft point hunting bullets. The current company also includes subsidiaries Nosler Custom and Nosler Reloading. Nosler also produces products for military and law enforcement agencies.

In April 2021, Nosler submitted an application to the Zone Manager, requesting an extended abatement.

The investment will include construction of a new building and new equipment. Total project cost is estimated at \$13.5 million, which includes equipment eligible for exemption, if approved for 5 years.

Of the \$13.5 million, approximately \$12 million is capital construction and \$1.5 million is capital equipment. This does not include the nearly \$7 million in transferred property presently on the County tax roll and not eligible for the tax exemption.

The firm will relocate 103 jobs to Redmond and will create at least 14 additional jobs by the first year of the exemption (estimated to be 2023). The application and wage documentation have been certified above 150% by City Manager Keith Witcosky and Enterprise Zone Manager, Jon Stark.

This E-Zone agreement allows for two additional years, from the Standard Program (the Three Year program).

Fiscal Impact:

This action will extend the property tax abatement for the qualified project by two years, impacting the City of Redmond's property tax collections. The City of Redmond's apportionment of the abatement is estimated to be \$35,457/year.

Alternative Courses of Action:

1. Approve the Agreement for Oregon Enterprise Zone Extended Abatement for Nosler, Inc.
2. Do not approve the Agreement for Oregon Enterprise Zone Extended Abatement for Nosler, Inc. in which the firm would still be eligible for the "Standard" abatement of three (3) years.
3. Request more information.

Recommendation / Suggested Motion:

"I move to approve the Agreement for Oregon Enterprise Zone Extended Abatement for Nosler, Inc."



CITY COUNCIL Agenda Item Summary

Meeting Date: July 14, 2021,

Staff: Misley

Type: Regular Meeting

Dept: CMO

Subject: Five-Year Enterprise Zone Abatement-Nosler

Action Requested:

This action requests City Council approve an Enterprise Zone Extended Abatement Agreement (for a total of five years) for Nosler, Inc. for qualifying property tax abatement based on capital investment, new job creation and wages.

Summary Points:

All employment lands in the City of Redmond are part of a State enabled economic development designation known as the Enterprise Zone (E-Zone). This program allows qualifying businesses and investments to receive a 100% abatement of property taxes associated with the assessed value of new qualifying capital improvements. Companies in this program, pay taxes on the value of the land and any capital investments that are not eligible for the abatement.

There are three primary types of State Enterprise Zone Programs:

- Three-Year Program (granted by right for eligible applicants);
- Four- or Five-Year Program (known as the Extended program) where years four and five are approved by the Zone Sponsor(s) (City/County);
- Seven to 15-year Program (known as the Long-Term Rural program) and approved by Zone Sponsor(s).

The duration of the abatement is linked to the number of jobs created and wage level.

The three-year abatement does not have an average wage requirement. However, the Extended and Long-Term Rural programs require wages that are certified at or above 150% of Deschutes County average annual compensation (currently \$71,393). The three-year program also does not require approval by the City/County where the company is located. They are approved administratively and do not require City Council action.

Compensation under the criteria includes salary, overtime, medical and retirement benefits. Not all jobs created need to exceed the 150 percent average annual compensation criteria, but rather an average of the overall compensation for all net new jobs needs to exceed the 150 percent average annual compensation criteria.

Extended abatements are done through agreements by the E-Zone sponsor(s) which extend the tax abatement for either one or two years beyond the standard three-year abatement.

Extended abatements need to be approved by the sponsor(s) of the E-Zone.

It is the prerogative of the sponsor agency whether or not the approval is made by the governing body or administratively. The Greater Redmond Area E-Zone has three co-sponsors: The City of Redmond; Deschutes County; and the City of Sisters. The City of Sisters policy is that the Redmond City Council approves all extended E-Zone agreements.



CITY COUNCIL

Agenda Item Summary

- Since 2016, Nosler, Inc has been operating its casing manufacturing facility in Redmond. Nosler's holdings in Redmond include a 60-acre parcel which they purchased in 2015.
- The bullet manufacturing business has been in Bend since 1958.
- The company has experienced tremendous growth over the past few years and has outgrown its Bend facility. With product demand exceeding expectations they have determined a new state of the art 80,000 square foot facility is needed and they plan on relocating the entire company to Redmond.
- Nosler is well known in the industry for producing ammunition and handloading components and specializing in high performance hollow point and soft point hunting bullets. The current company also includes subsidiaries Nosler Custom and Nosler Reloading. Nosler also produces products for military and law enforcement agencies.

In April 2021, Nosler submitted an application to the Zone Manager, requesting an extended abatement.

The investment will include construction of a new building and new equipment. Total project cost is estimated at \$13.5million, which includes equipment eligible for exemption, if approved for 5 years. Of the \$13.5 million, approximately \$12 million is capital construction and \$1.5 million is capital equipment. This does not include the nearly \$7 million in transferred property presently on the County tax roll and not eligible for the tax exemption.

The firm will relocate 103 jobs to Redmond and will create at least 14 additional jobs by the first year of the exemption (estimated to be 2023). The application and wage documentation have been certified above 150% by Redmond City Manager Keith Witcosky and Enterprise Zone Manager, Jon Stark.

This E-Zone agreement allows for two additional years, from the Standard Program (the Three-Year program) and was approved unanimously by the Redmond City Council on June 8th, 2021.

Fiscal Impact: No impact for the City of Sisters.

This action will extend the property tax abatement for the qualified project by two years, impacting the City of Redmond's property tax collections. The City of Redmond's apportionment of the abatement is estimated to be \$35,457/year.

Attachments: Abatement Agreement



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 14, 2021

SUBJECT: Discussion of Board Approval of FTE for Deschutes County Public Health’s HIV Early Intervention and Outreach Services Program

RECOMMENDED MOTION:

Move approval to increase FTE for the HIV Early Intervention and Outreach Services grant program.

BACKGROUND AND POLICY IMPLICATIONS:

The HIV Early Intervention and Outreach Services (EISO) is a five-year grant program within Deschutes County Public Health that provides services to individuals with HIV who are newly diagnosed or out-of-care. The program is funded through the Oregon Health Authority, which provides support for HIV testing, referral services, health literacy/education, and access and linkage to care. The program operates on a calendar-year basis and runs through December 31, 2022.

The EISO program is requesting the addition of 1.0 full-time equivalent (FTE) limited duration Public Health Nurse II from August 1, 2021 to December 31, 2022. The position will support disease investigation for sexually transmitted diseases and HIV. Funding to support the position will come from unspent funds from years 1-3, approximately \$371,000 of the \$1,336,790 is currently unspent. The Oregon Health Authority corroborate its support to use these funds, as demonstrated in the attached email.

If the Board is in support of the additional FTE, the following agenda item for Consideration of Resolution No. 2021-054 is being presented for Board consideration of approval.

BUDGET IMPACTS:

Increase of 1.0 FTE in Health Services Fund from August 1, 2021 to December 31, 2022 and increase in appropriation to fiscal year 2022 in the amount of \$108,362.

ATTENDANCE:

Kathy Christenson, Health Services Supervisor, Advancement and Protections.



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 7/14/2021

SUBJECT: Consideration of Resolution No. 2021-054 Increasing Appropriations and Adding 1.0 Limited Duration FTE within the Fiscal Year 2021-2022 Deschutes County Budget.

RECCOMENDED MOTION:

Move approval of Resolution 2021-054 Increasing Appropriations and Adding 1.0 Limited Duration Public Health Nurse II FTE within the Health Services Fund.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services Department presented to the Board of County Commissioners on 7/12/2021, with regards to increasing appropriations and adding 1.0 Limited Duration Public Health Nurse II FTE from 8/1/2021-12/31/2022 in support of the Early Intervention and Outreach Services grant program.

BUDGET IMPACTS:

This would increase Health Service Fund appropriations by \$108,362 in program expense.

ATTENDANCE:

Dan Emerson, Budget Manager.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing Appropriations *
And FTE within the 2021-2022 * RESOLUTION NO. 2021-054
Deschutes County Budget *

WHEREAS, the Deschutes County Health Services Department presented to the Board of County Commissioners on 7/12/2021, with regards to increasing appropriations and adding 1.0 limited duration public health nurse FTE in support of the Early Intervention and Outreach Services grant program, 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 \$108,362 in Health Services to accommodate this request, 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 revenue be budgeted in the 2021-22 County Budget:

<u>Health Services</u>	
State Miscellaneous	\$ 108,362
Total Health Services	<u>\$ 108,362</u>

Section 2. That the following amounts be appropriated in the 2021-22 County Budget:

<u>Health Services</u>	
Program Expense	\$ 108,362
Total Health Services	<u>\$ 108,362</u>

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

Section 4. That the following FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Public Health Nurse II	Limited Duration	8/1/2021-12/31/2022	1.00
Total FTE			1.00

Section 5. 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 July, 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
		HSCOMMDIS	HS3EISOG	2743153	335011	State Miscellaneous	-	108,362	108,362
TOTAL							-	108,362	108,362

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	HS3EISOG	2743153	410101	Personnel	Salary	-	58,709	58,709
		HSCOMMDIS	HS3EISOG	2743153	420101	Personnel	Health Insurance	-	18,414	18,414
		HSCOMMDIS	HS3EISOG	2743153	420201	Personnel	PERS Employee-Employer	-	15,495	15,495
		HSCOMMDIS	HS3EISOG	2743153	420401	Personnel	Workers' Comp Insurance	-	58	58
		HSCOMMDIS	HS3EISOG	2743153	420301	Personnel	FICA	-	5,176	5,176
		HSCOMMDIS	HS3EISOG	2743153	420501	Personnel	Unemployment Insurance	-	285	285
		HSCOMMDIS	HS3EISOG	2743153	420601	Personnel	Life-Long Term Disability	-	374	374
		HSCOMMDIS	HS3EISOG	2743153	490501	Overhead	Admin Allocation	-	9,851	9,851
		HSALL	HS1OTHER	2743151	450094	M&S	Program Expense	-	9,851	9,851
		HSALL	HS1OTHER	2743151	490501	Overhead	Admin Allocation	-	(9,851)	(9,851)
TOTAL							-	108,362	108,362	

Deschutes County
Appropriation of New Grant

Public Health Nurse II, at Step 1, limited duration 8/1/21 through 12/31/22 for the duration of the EISO grant

Fund:
Dept:
Requested by:
Date:

274
Health Services
Cheryl Smallman
7.1.21

	FY21 Revised	Additional	Total
PE01-05	541,525	746,885	1,288,410
PE12-02	130,375	-	130,375
PE13-01	222,077	34,890	256,967
PE43-06	-	29,926	29,926
PE51-01	184,458	15,686	200,144
PE27-05	-	30,000	30,000
	1,078,435	857,387	1,935,822



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 14, 2021

SUBJECT: Consideration of Chair Signature of Document No. 2021-538, Oregon Health Authority #169509

RECOMMENDED MOTION:

Request Board approval and signature of OHA #169509, the IGA for financing Local Public Health Authority (LPHA).

BACKGROUND AND POLICY IMPLICATIONS:

The attached Intergovernmental Agreement #169509, between the Oregon Health Authority and Deschutes County outlines the program descriptions and funding for Deschutes County's Public Health Division for fiscal years 2021-2023.

The Oregon Health Authority (OHA) was created by the 2009 Oregon legislature to bring most health-related programs in the state into a single agency to maximize its purchasing power. OHA is at the forefront of lowering and containing costs, improving quality and increasing access to health care in order to improve the lifelong health of Oregonians. In the public sector, OHA will consolidate most of the state's health care programs, including Public Health, the Oregon Health Plan (OHP), employee benefits and public-private partnerships. This will give the state greater purchasing and market power to begin tackling issues with costs, quality, lack of preventive care and health care access. In both the public and the private sector, OHA will be working to fundamentally improve how health care is delivered and paid for, but because poor health is only partially due to lack of medical care, OHA will also be working to reduce health disparities and to broaden the state's public health focus. Ultimately, OHA is charged with delivering a plan to the Legislature to ensure that all Oregonians have access to affordable health care.

The individual public health programs represented in this Intergovernmental Agreement, range from disease prevention and maternal child health to school based health centers, women, infants and children (WIC), bioterrorism preparedness, Safe Drinking Water Program and family planning.

Each grant will have an associated set of program assurances that are the service and quality performance expectations connected with the delivery of the various components of the program itself. The funding attached to this two-year agreement is for year 2021-2022. Next spring, funding for year 2022-2023 will be provided by an amendment to this agreement.

BUDGET IMPACTS:

\$2,835,817 for fiscal year 2021-2022.

ATTENDANCE:

Cheryl Smallman, Business Manager

Nahad Sadr Azodi, Deputy Director

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

AGREEMENT #169509

2021-2023 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This 2021-23 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Deschutes County, the Local Public Health Authority for Deschutes County (“LPHA”).

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs.

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes.

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA.

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, OHA is acquiring services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs.

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- Effective Date and Duration.** This Agreement shall become effective on July 1, 2021 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2023.
- Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

[Exhibit A](#) [Definitions](#)

[Exhibit B](#) [Program Element Descriptions](#)

[Exhibit C](#) [Financial Assistance Award and Revenue and Expenditure Reporting Forms](#)

[Exhibit D](#) [Special Terms and Conditions](#)

- [Exhibit E General Terms and Conditions](#)
- [Exhibit F Standard Terms and Conditions](#)
- [Exhibit G Required Federal Terms and Conditions](#)
- [Exhibit H Required Subcontract Provisions](#)
- [Exhibit I Subcontractor Insurance Requirements](#)
- [Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200](#)

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: this Agreement without Exhibits, Exhibit G, Exhibit A, Exhibit C, Exhibit D, Exhibit B, Exhibit F, Exhibit E, Exhibit H, Exhibit I, and Exhibit J.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. SIGNATURES.

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

By: _____
 Name: /for/ Carole L. Yann
 Title: Director of Fiscal and Business Operations
 Date: _____

DESCHUTES COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 25, 2021, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Derrick Clark (or designee)
 Title: Program Support Manager
 Date: _____

EXHIBIT A DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Program Element Descriptions. When a word or phrase is defined in a particular Program Element Description, the word or phrase shall not have the ascribed meaning in any part of this Agreement other than the particular Program Element Description in which it is defined.

1. **“Agreement”** means this 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services.
2. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to LPHA with amounts that OHA is obligated to pay to LPHA under this Agreement from the Financial Assistance Award, based on allowable expenditures as properly reported to OHA in accordance with this Agreement. OHA reconciles disbursements and payments on an individual Program Element basis.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Program Element Descriptions, the Special Terms and Conditions, the Financial Assistance Award, or otherwise.
4. **“CFDA”** mean the Catalog of Federal Domestic Assistance.
5. **“Claims”** has the meaning set forth in Section 1 of Exhibit F.
6. **“Conference of Local Health Officials” or “CLHO”** means the Conference of Local Health Officials created by ORS 431.330.
7. **“Contractor” or “Sub-Recipient”** are terms which pertain to the accounting and administration of federal funds awarded under this Agreement. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, OHA has determined that LPHA is a Sub-Recipient of federal funds and a Contractor of federal funds as further identified in Section 18 “Program Element” below.
8. **“Federal Funds”** means all funds paid to LPHA under this Agreement that OHA receives from an agency, instrumentality or program of the federal government of the United States.
9. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time.
10. **“Grant Appeals Board”** has the meaning set forth in Exhibit E. Section 1.c.(3)(b)ii.A.
11. **“HIPAA Related”** means the requirements in Exhibit D, Section 2 “HIPAA Compliance” applied to a specific Program Element.
12. **“LPHA”** has the meaning set forth in ORS 431.003.
13. **“LPHA Client”** means, with respect to a particular Program Element service, any individual who is receiving that Program Element service from or through LPHA.
14. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of the state medical assistance program by OHA.

15. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to LPHA by OHA under this Agreement and expended by LPHA that is:
- a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by LPHA, contrary to applicable statutes, rules, OMB Circulars, 2 CFR Subtitle B with guidance at 2 CFR Part 200, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
16. **“Oregon Health Authority” or “OHA”** means the Oregon Health Authority of the State of Oregon.
17. **“Overexpenditure”** means funds disbursed to LPHA by OHA under this Agreement and expended by LPHA under this Agreement that is identified by the State of Oregon or OHA, through Agreement Settlement, as being in excess of the funds LPHA is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Program Elements or in Exhibit D, “Special Terms and Conditions.”
18. **“Program Element”** means any one of the following services or group of related services as described in Exhibit B “Program Element Descriptions”, in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement.

2021-2023 PROGRAM ELEMENTS (PE)

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<u>PE 01-01</u> State Support for Public Health (SSPH)	GF	N/A	N/A	N	N
<u>PE 01-07</u> ELC ED Contact Tracing	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-09</u> COVID-19 Active Monitoring - ELC	FF	CDC/Epidemiology and Laboratory Capacity	93.323	N	Y
<u>PE 01-10</u> OIP - CARES	FF	Immunization and Vaccines for Children	93.268	N	Y
<u>PE 03</u> Tuberculosis Case Management	N/A	N/A	N/A	N	N
<u>PE 07</u> HIV Prevention Services	FF	CDC/HIV Prevention Activities, Health Department Based	93.940	N	Y
	FF	Integrated HIV Surveillance & Prevention for Health Depts	93.944	N	Y
<u>PE 08-01</u> Case Management	OF	N/A	N/A	N	N

<u>PE NUMBER/SUB-ELEMENTS AND TITLE</u>	<u>FUND TYPE</u>	<u>FEDERAL AGENCY/ GRANT TITLE</u>	<u>CFDA#</u>	<u>HIPAA RELATED (Y/N)</u>	<u>SUB-RECIPIENT (Y/N)</u>
<u>PE 08-02</u> Support Services	OF	N/A	N/A	N	N
<u>PE 08-03</u> Oral Health	OF	N/A	N/A	N	N
<u>PE 10</u> Sexually Transmitted Disease (STD)	N/A	N/A	N/A	N	N
<u>PE 12-01</u> Public Health Emergency Preparedness Program (PHEP)	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
<u>PE 13-01</u> Tobacco Prevention and Education Program (TPEP)	OF	N/A	N/A	N	N
<u>PE 36</u> Alcohol and Drug Prevention Education Program	FF	SAMHSA/ Substance Abuse Prevention & Treatment Block Grant	93.959	N	N
	OF	N/A	N/A	N	N
	GF	N/A	N/A	N	N
<u>PE 40-01</u> WIC NSA: July-September	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<u>PE 40-02</u> WIC NSA: October-June	FF	USDA/Special Supplemental Nutrition Program for Women, Infants & Children	10.557	N	Y
<u>PE 42-03</u> Perinatal General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 42-04</u> Babies First! General Funds	GF	N/A	N/A	N	N
<u>PE 42-06</u> General Funds & Title XIX	FF/GF	Title XIX Medicaid Admin/Medical Assistance Program	93.778	N	N
<u>PE 42-11</u> Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	N	Y
<u>PE 42-12</u> Oregon Mothers Care Title V	FF	HRSA/Maternal & Child Health Block Grants	93.994	Y	Y
<u>PE 42-14</u> Home Visiting	GF	N/A	N/A	N	N
<u>PE 43-01</u> Immunization Services	FF	CDC/Immunization Cooperative Agreements	93.268	N	Y
<u>PE 43-02</u> Wallowa County and School Law	GF	N/A	N/A	N	N
<u>PE 44-01</u> SBHC Base	GF	N/A	N/A	N	N
<u>PE 44-02</u> SBHC Mental Health Expansion	OF	N/A	N/A	N	N
<u>PE 46-05</u> RH Community Access	GF	N/A	N/A	N	N

PE NUMBER/SUB-ELEMENTS AND TITLE	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 50 Safe Drinking Water (SDW) Program	FF	EPA/State Public Water System Supervision	66.432	N	N
	FF	EPA/ Capitalization Grants for Drinking Water State Revolving Funds	66.468	N	N
	GF	N/A	N/A	N/A	N/A
PE 51-01 Leadership, Governance & Program Implementation	GF	N/A	N/A	N	N
PE 51-02 Regional Partnership Implementation	GF	N/A	N/A	N	N
PE 60 Suicide Prevention, Intervention & Postvention	FF	SAMHSA/Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	N	Y

19. **“Program Element Description”** means a description of the services required under this Agreement, as set forth in Exhibit B.
20. **“Subcontract”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3.
21. **“Subcontractor”** has the meaning set forth in Exhibit E “General Terms and Conditions,” Section 3. As used in a Program Element Description and elsewhere in this Agreement where the context requires, Subcontractor also includes LPHA if LPHA provides services described in the Program Element directly.
22. **“Underexpenditure”** means money disbursed to LPHA by OHA under this Agreement that remains unexpended by LPHA at Agreement termination.

EXHIBIT B
PROGRAM ELEMENT DESCRIPTIONS

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Inequities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings. This program is also in service to the Oregon Health Authority strategic goal of eliminating health inequities by 2030.

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

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X	X	X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

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

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

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

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

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation and quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs

will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b)** Work with local CBOs including culturally-specific organizations to develop and implement culturally and linguistically responsive approaches to COVID-19 prevention and mitigation of COVID-19 health inequities among populations most impacted by COVID-19, including but not limited to communities of color, tribal communities and people with physical, intellectual and developmental disabilities.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

(3) Case Investigation and Contact Tracing

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Collect and enter all components of Race, Ethnicity, Language, and Disability (REALD) data if data are not already entered in OPERA and ARIAS.
- (d) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (e) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (f) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and COVID-19 cases within the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (g) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (h) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

(4) Isolation and quarantine

LPHA must:

- (a)** Maintain access to an isolation and quarantine location that is ready to be used.
- (b)** Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

(5) Social services and wraparound supports.

LPHA must:

LPHA must ensure social services referral and tracking processes are developed and maintained and make available direct services as needed. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

(6) Tribal Nation support.

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(7) Support infection prevention and control for high-risk populations.

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.
- (d) Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

(8) COVID-19 Vaccine Planning and Distribution.

LPHA must:

- (a)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.

- (b) Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system using local data and in collaboration with local advisory boards if present in the jurisdiction. Operate in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance, including expanding access through expanded operations and accessibility of operations (e.g., providing vaccinations during evenings, overnight, and on weekends).
 - (c) Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.
 - (d) LPHAs that provide COVID-19 vaccine administration must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.
 - (e) Plan, and implement vaccination activities with organizations including but not limited to:
 - Colleges and Universities
 - Occupational health settings for large employers
 - Faith-based or religious institutions
 - Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - Pharmacies
 - Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
 - Organizations and businesses that employ critical workforce
 - First responder organizations
 - Non-traditional providers and locations that serve high-risk populations
 - Other partners that serve underserved populations
 - (f) Promote COVID-19 and other vaccinations to increase vaccine confidence by culturally specific groups, communities of color, and others and to also increase accessibility for people with disabilities
- (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

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

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

6. **Reporting Requirements.** Provide monthly reporting to OHA on COVID-19 vaccine activities.

7. **Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

Program Element #03: Tuberculosis Services**OHA Program Responsible for Program Element:**

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

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

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

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

2. **Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or LTB Infection.
- e. **B-waiver Follow-Up:** B waiver follow-up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. **Case:** A Case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.

- g. Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.
- h. Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
- i. Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
- j. Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA’s Investigative Guidelines.
- k. Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- l. Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- m. Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- n. Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- o. Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- p. TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
TB Case Management Services	*					X	X		X			
TB Contact Investigation and Evaluation	*						X		X			
Participation in TB Cohort Review	*						X					
Evaluation of B-waiver Immigrants	*						X		X			

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

4. **Procedural and Operational Requirements.** By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following requirements:
- a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA's Investigative Guidelines.
 - b. LPHA will receive \$3500 for each new case of Active TB disease documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B waiver follow-up.
 - c. **TB Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
 - (1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.
 - (3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4) DOT is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.
 - (5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
 - (6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
 - (7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts or confirm that all located Contacts were advised of their risk for TB infection and disease.

- (8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.
- e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
- f. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
- g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.
5. **General Revenue and Expense Reporting.** In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver follow ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA-PHD will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.
6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:
- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at <https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBERCULOSIS/Pages/tools.aspx> . After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
- b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
 - c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be evaluated for infection and disease.**
 - d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **91.0% will start treatment.**
 - e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment.**
 - f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

Program Element #07: HIV Prevention Services**OHA Program Responsible for Program Element:**

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

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

Currently in Oregon there are 220-240 new HIV infections per year. People who know they have HIV are less likely to spread it to others. People who know they have HIV can start life-saving treatment, protecting their health and reducing their risk of passing HIV on to others. There are a variety of prevention tools known to work, including PrEP (pre-exposure prophylaxis), a daily pill to prevent infection. For newly diagnosed people living with HIV, daily treatment, as prescribed, and maintaining an undetectable viral load not only helps maximize their health and the quality of their lives, but also eliminates sexual transmission of the virus. The earlier new infections are detected and treated, and viral suppression obtained, the closer Oregon is to its goal of zero new HIV infections within five years.

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

2. **Definitions Specific to HIV Prevention Services.**

- a. **Anonymous HIV Test:** The circumstances by which an individual client's name and contact information is not disclosed at the time of an HIV test.
- b. **At-Home HIV Test:** Method of testing for HIV in which an individual self-administers a rapid HIV test. Results of the test are known only to the individual and require follow-up with a medical professional in the event of a positive or indeterminate result.
- c. **Confidential HIV Test:** The circumstance by which an individual client's name and contact information is disclosed at the time of the HIV test but that information and the test results are protected from disclosure other than for those purposes identified in OAR 333-022-0210.
- d. **Comprehensive HIV Prevention Services for Persons Living with HIV (PLWH):** Services for PLWH that promote health and quality of life, and prevent further transmission. These services include linkage to:
- retention or re-engagement in care and treatment;
 - other medical and social services;
 - risk screening;
 - interventions focusing on treatment adherence, risk reduction or disclosure;
 - interventions for HIV- discordant couples; and
 - referrals to HIV Screening for STDs, hepatitis or TB, ongoing HIV Partner Services (not limited to newly diagnosed persons), and efforts to ensure HIV- positive pregnant women receive the necessary interventions to prevent vertical transmission.
- e. **HIV Outbreak:** The occurrence of an increase in cases of HIV in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
- f. **HIV Screening:** Implementation of a HIV Testing Strategy.

- g. **HIV Testing Strategy:** The approach an entity uses to define a population who will be tested.
- h. **Partner Services:** A systematic approach to notifying sex and needle-sharing partners of HIV-positive persons of their possible exposure to HIV so they can be offered HIV testing and learn their status, or, if already HIV-positive, prevent transmission to others.
- i. **PrEP:** Pre-exposure prophylaxis is a medication when used as prescribed, can greatly reduce the risk of acquiring HIV.
- j. **Program Review Panel:** A panel comprised of community members and established in accordance with CDC guidelines which reviews and approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and Health Promotion	Environmental Health	Population Health	Access to Clinical Preventive Services Direct Services	Leadership and Organizational Competencies	Health Equity and Cultural Responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy and Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
HIV Testing	X				*	X	X	X	X			
Prevention with Positives/Linkages to Care	X				*				X			
Condom Distribution	*	X						X				
Syringe Services	*	X			X	X	X	X		X		

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable.
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a. Engage in activities as described in its local program plan, which has been approved by OHA.
 - b. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
 - c. **HIV Prevention Services.** LPHA's HIV Prevention Program must include the following minimum components:
 - (1) Identify persons with HIV infection or uninfected persons at risk for HIV infection as follows:
 - (a) Provide rapid HIV testing for individuals at risk, including those individuals who request HIV Screening, in clinical and non-clinical settings following guidance outlined in "Centers for Disease Control and Prevention Implementing HIV Testing in Nonclinical Settings: A Guide for HIV Testing Providers" which can be found at:
https://www.cdc.gov/hiv/pdf/testing/CDC_HIV_Implementing_HIV_Testing_in_Nonclinical_Settings.pdf
 - (b) Provide HIV testing (either rapid or conventional) for individuals presenting with a bacterial STI, particularly, rectal gonorrhea and/or syphilis. For those individuals presenting for HIV testing, offer other Sexually Transmitted Infection (STI) testing.
 - (c) Offer confirmatory testing via a laboratory or by a second rapid HIV test from a different manufacturer than the first rapid HIV test for individuals with positive rapid HIV test results.
 - (d) Provide referral for medical and supportive services and ensure linkage to these services for individuals who are HIV positive.
 - (e) Use an OHA approved HIV Test Request Form for each testing event funded in whole, or part, by the HIV Prevention Program. The form can be found at:
https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/HIVSTDVIRALHEPATITIS/HIVPREVENTION/Documents/hivtestprocess/HIVPreventionTestForm_HPP.pdf
 - (f) Use a Confidential HIV Test for complete data collection. No HIV test funded in whole, or part, by the HIV Prevention Program, can be an Anonymous HIV Test (with the exception of an At-Home HIV Test as provided in (g) below).
 - (g) With prior approval from OHA, provide At-Home HIV Test kits to persons at risk for HIV infection whose status is unknown.
 - (h) Have a Certificate of Waiver from the Clinical Laboratory Improvement Amendments (CLIA) program if offering a rapid HIV test.
 - (i) Ensure that all staff who provide rapid HIV tests are trained and certified to do so as defined by the product-specific guidelines identified by the manufacturer of the rapid HIV test in use. Staff are also required to complete an OHA-approved online training around provision of HIV testing and prevention services.

- (2) Provide comprehensive HIV-related prevention services for person living with diagnosed HIV infection as follows:
 - (a) Provide Partner Services for those with newly diagnosed HIV infection and those previously diagnosed with HIV infection, and their partners.
 - (b) Provide linkage to medical care, treatment, and prevention services for PLWH.
 - (c) Link persons with newly diagnosed HIV infection to medical care within 30 days of diagnosis.
 - (d) Re-engage PLWH who are currently not in care into medical care.
 - (e) Support retention in medical care, treatment, and prevention services for PLWH.
 - (f) Follow up with HIV-positive individuals identified as being out of care by HIV surveillance in order to determine current residence and link to HIV medical care and other supportive services as needed (i.e. Data to Care activities).
 - (g) Work in conjunction with OHA staff to respond to and intervene in HIV transmission clusters and HIV Outbreaks as necessary.
- (3) Provide comprehensive HIV-related prevention services for HIV-negative persons at risk for HIV infection as follows:
 - (a) Increase awareness of and expand access to PrEP, including medication adherence.
 - (b) Promote consumer knowledge, access, and use of PrEP, including referrals into or the provision of PrEP navigation services.
 - (c) Identify community/individual candidates for PrEP services using HIV surveillance, testing, and other data (refer to US Public Health Service Preexposure Prophylaxis for the Prevention of HIV Infection in the United States –2017 Update Clinical Practice Guideline available at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf> and the Clinical Providers Supplement available at <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-provider-supplement-2017.pdf>).
- (4) Conduct community-level HIV prevention activities as follows:
 - (a) Distribute condoms to populations engaging in high risk behaviors and provide referrals to the free mail-order condom service funded by OHA (<https://www.onecondoms.com/pages/oregon>).
 - (b) Distribute and have available culturally and language appropriate HIV information for community members in the local jurisdiction; this may include, but not be limited to, written materials, social media, public information, and meeting presentations. For this process use a CDC defined Program Review Panel which is described in the document available at: <https://www.cdc.gov/hiv/pdf/funding/announcements/ps12-1201/cdc-hiv-ps12-1201-content-review-guidance.pdf>
 - (c) Support and promote the use of media technology (e.g. internet, texting, web applications) for HIV prevention messaging to targeted populations and communities.

- (d) Encourage community mobilization to create enabling environments that support HIV prevention by actively involving community members in efforts to raise HIV awareness, building support for and involvement in HIV prevention efforts, motivating individuals to work to end HIV stigma and encouraging HIV risk reduction.
 - (e) Create a specific engagement plan for communities of color which includes anti-stigma approaches and activities for populations which are in alignment with the Epidemiologic Overview in the “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”
 - (f) Administer harm reduction efforts, if permitted and based on local need, to reduce the risk of transmission of HIV/Hepatitis C, such as, but not limited to, operation of a Syringe Service Program, the purchase and distribution of wound care supplies, sharps containers, and clean supplies used for injection drug use; however, purchase of syringes (needles), cookers and naloxone is not allowable with these funds. (<https://www.cdc.gov/hiv/risk/ssps.html>)
- (5) **Confidentiality.** In addition to the requirements set forth in Section 12 of Exhibit F, General Terms and Conditions, of this Agreement and above in this Program Element, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
- (a) Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011. <https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>
 - (b) All HIV testing data entry is done directly by providers into Evaluation Web, the CDC’s database system for HIV testing. Evaluation Web is accessed using two-factor authentication through the CDC Secure Access Management System (SAMS). Providers needing access to SAMS for data entry into Evaluation Web must first request access through OHA.
 - (c) Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee, volunteer or Subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.
 - (d) Each provider of HIV Prevention Services must report to the OHA the nature of confirmed breaches by its staff, including volunteers and Subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.

- (6) Use of financial awards for HIV Prevention Program activities include:
- (a) Staffing and structure for programs addressing goals, objectives, strategies and activities described in the current “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”
 - (b) Collaborative work with other agencies furthering HIV prevention work.
 - (c) Advertising and promotion of activities.
 - (d) Travel costs.
 - (e) Incentives for participation in services, as approved by OHA. Prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of cash or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
 - (f) Purchase and/or production of program materials.
 - (g) Necessary office equipment and/or supplies to conduct activities, excluding furniture unless approved by OHA.
 - (h) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings.
 - (i) Paperwork, meetings, and preparation related to conducting programs.
 - (j) Supervision, data collection and review and quality assurance activities.
 - (k) Participation in planning, task force and other workgroups.
- (7) Use of financial awards for HIV Prevention Program activities does not include financial assistance to provide treatment and/or case management services.
- (8) **LPHA responsibility if subcontracting for delivery of services.** LPHA may use a portion of HIV Prevention program funding to subcontract with another community-based organization for delivery of services. LPHA must ensure each Subcontractor adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each Subcontractor:
- (a) Completes an OHA approved planning/reporting document.
 - (b) Submits fiscal and monitoring data in a timely manner.
 - (c) Meets the standards outlined in this Program Element.
 - (d) Identifies and participates in capacity building and quality assurance activities applicable to the Subcontractor.

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

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

6. **Reporting Requirements.**

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

- a. LPHA and Subcontractors must enter into the relevant database(s) all demographic, service and clinical data fields within 30 days of the date of service. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the LPHA and Subcontractor to establish and implement a corrective action plan.
- b. Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the program plan. This report is due within 30 days after the close of each calendar quarter.

7. **Performance Measures.** Not Applicable

Program Element #08: Ryan White Program, Part B HIV/AIDS Services**OHA Program Responsible for Program Element:**

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

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

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

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

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

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

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

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

- b. **Health Resources and Services Administration HIV/AIDS Bureau (HRSA/HAB):** The agency of the U.S. Department of Health and Human Services that is responsible for administering the Ryan White Program. Information about HRSA/HAB is available at www.hab.hrsa.gov
- c. **HIV/VH/STI Integrated Planning Group (IPG):** The OHA HIV/Viral Hepatitis/Sexually Transmitted Infection Integrated Planning Group (IPG) is an advisory group to the HIV/STD/TB Section of OHA. Information regarding this planning group can be found at www.healthoregon.org/hiv

- d. **HIV Care and Treatment Program:** The State program, funded predominately under the Ryan White Program, Part B, to provide care and treatment services to people with HIV to improve health outcomes and reduce HIV transmissions among hard-to-reach populations.
 - e. **OHA's HIV Community Services Program Support Services Guide (Support Services Guide):** The Support Services Guide, incorporated herein by this reference, that defines the range of Support Services that may be purchased with funds awarded under this Agreement for Ryan White Program, Part B HIV/AIDS Services, and includes the service definitions, eligibility and guidance for the delivery of Support Services. The Support Services Guide is available at <http://public.health.oregon.gov/DiseasesConditions/HIVSTDViralHepatitis/HIVCareTreatment/Pages/ServicesandDefinitions.aspx>
 - f. **Ryan White Program, Part B HIV Case Management Standards of Service (the Standards):** The Standards, incorporated herein by this reference that outlines or defines the set of Standards and provides directions for HIV/AIDS Case Management in the State of Oregon. These Standards are also intended to provide a framework for evaluating HIV/AIDS Case Management Services and to define a professional case manager's accountability to the public and to the individuals receiving Ryan White Program, Part B HIV/AIDS Services. These Standards are available at www.healthoregon.org/hiv.
 - g. **Support Services:** Support Services include the provision of financial assistance for services necessary to facilitate a person living with HIV/AIDS to access and remain engaged in HIV medical care and treatment. Support Services must be provided in accordance with the Support Services Guide.
 - h. **Title XXVI of the Public Health Service (PHS) Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program):** Public Law 111-87, enacted in 1990 and reauthorized in 1996, 2000, 2006 and extended in 2009, which is the federal legislation enacted to address the health care and support service needs of individuals living with the HIV disease and their families in the United States and its territories.
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

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

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable.
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable.

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

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

- a. **Eligibility.** HIV verification, identity, residency, health insurance status and income must be documented within 30 working days from the date of intake. Thereafter, income, health insurance status and residency must be verified every 6 months. Ryan White Program, Part B HIV/AIDS Services may only be delivered to HIV-infected individuals in the LPHA’s defined service area who are active participants in Case Management Services that comply with the requirements of the Standards, and to their affected families of origin or choice. There is no income limit for Case Management services and only clients at or below 300% of the federal poverty level, and meeting criteria in (b) below, are eligible for financial assistance through Support Services. Verification of HIV status may be undertaken only after LPHA obtains the required consent of that individual to the release of HIV-specific information. This documentation may not be released to a third party without further consent of that individual.
- b. **Certain Limitations on Use of Financial Assistance.**
 - (1) Financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services may not be used to cover the costs for any item or service covered by

other state, federal, or private benefits or service programs. The financial assistance provided under this Agreement for Ryan White Program, Part B HIV/AIDS Services must be used as dollars of last resort. LPHA must document in the records of the individual receiving the Ryan White Program, Part B HIV/AIDS Services that the funds are being used in a manner that complies with this subsection.

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

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

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

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

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

d. Case Management & Support Services.

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

e. Confidentiality. In addition to the requirements set forth in Exhibit F, Section 12 "Records Maintenance; Access and Confidentiality" of this Agreement, all Subcontractors of Ryan White Program, Part B HIV/AIDS Services must comply with the following confidentiality requirements:

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

f. LPHA Staffing Requirements and Staff Qualifications.

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

g. LPHA Fiscal Controls and General Administration.

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

5. General Revenue and Expense Reporting.

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

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

6. Reporting Requirements.

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

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

7. Performance Measures.

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

- a. 90% of clients must have a HIV viral load less than 200 copies/mL at last HIV viral load test.
- b. 90% of clients have a medical visit in the last 12 months.
- c. 90% of medical Case Management clients have an RN care plan developed and/or updated 2 more times a year.
- d. 95% of clients have stable housing.

Program Element #10: Sexually Transmitted Diseases (STD) Client Services**OHA Program Responsible for Program Element:**

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

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Sexually Transmitted Diseases (STD) Client Services to protect the health of Oregonians from infectious disease and to prevent the long-term adverse consequences of failing to identify and treat STDs. Services may include, but are not limited to, case finding and disease surveillance, partner services, medical supplies, health care provider services, examination rooms, clinical and laboratory diagnostic services, treatment, prevention, intervention, education activities, and medical follow-up.

STDs are a significant health problem in Oregon, with over 22,000 new cases reported every year. STDs pose a threat to immediate and long-term health and well-being. In addition to increasing a person's risk for acquiring and transmitting HIV infection, STDs can lead to severe reproductive health complications, including poor pregnancy outcomes. Protecting the population from communicable disease by reducing rates of gonorrhea and early syphilis is a public health priority and is included in the State Health Improvement Plan (<http://www.oregon.gov/oha/ph/about/pages/healthimprovement.aspx>).

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

2. **Definitions Specific to Sexually Transmitted Diseases (STD) Client Services.**

- a. **Reportable STDs:** A Reportable STD is the diagnosis of an individual infected with any of the following: Chancroid, Chlamydia, Gonorrhea, and Syphilis, as further described in Division 18 of OAR Chapter 333, and HIV, as further described in ORS Chapter 433.
- b. **In-Kind Resources:** Tangible goods or supplies having a monetary value that is determined by OHA. Examples of such In-Kind Resources include goods such as condoms, lubricant packages, pamphlets, and antibiotics for treating STDs. If the LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA must use those medications to treat individuals for STDs as outlined in Section 4.d. of this Program Element. In the event of a non-STD related emergency, with notification to the OHA STD program, the LPHA may use these medications to address the emergent situation. If the LPHA self-certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they shall ensure these medications are used in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program."
- c. **Technical Assistance Resources:** Those services of OHA HIV/STD Prevention staff that OHA makes available to LPHA to support the LPHA's delivery of STD Client Services, which include advice, training, problem solving and consultation in applying standards, protocols, investigative and/or treatment guidelines to STD case work, partner services follow-up, and STD Outbreak response.
- d. **STD Outbreak:** The occurrence of an increase in cases of previously targeted priority disease type in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](#),

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Epidemiological investigations that report, monitor and control Sexually Transmitted Diseases and HIV.	*						X		X			
STD client services (screening, testing, treatment, prevention).	*				X		X		X			
Condom and lubricant distribution.	*						X	X				

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

Gonorrhea rates

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

- (1) Percent of gonorrhea cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea case reports with complete “priority” fields. As used herein, priority fields are defined as: race, ethnicity, gender of patient’s sex partners, HIV status or date of most recent HIV test, and pregnancy status for females of childbearing age (15-44).

- 4. Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a. LPHA acknowledges and agrees that the LPHA bears the primary responsibility, as described in Divisions 17, 18, and 19, of Oregon Administrative Rules (OAR) Chapter 333, for identifying potential STD Outbreaks within LPHA's service area, for preventing the incidence of STDs within LPHA's service area, and for reporting in a timely manner (as in Section 6.a. of this Program Element) the incidence of Reportable STDs within LPHA's service area.
 - b. LPHA will be reimbursed according to the following model for each new case of the following categories of syphilis infection documented in Orpheus for which LPHA provides STD Client Services:
 - (1) Pregnant female syphilis case = \$1,125
 - (2) Female syphilis case of reproductive age (15-44) = \$1,125
 - (3) Male early syphilis case with female partner of reproductive age = \$500
 - c. LPHA must provide or refer client for STD Client Services in response to an individual seeking such services from LPHA. STD Client Services consist of screening individuals for Reportable STDs and treating individuals infected with Reportable STDs and their sexual partners for the disease.
 - d. As required by applicable law, LPHA must provide STD Client Services including case finding, treatment (not applicable for HIV) and prevention activities, to the extent that local resources permit, related to HIV, syphilis, gonorrhea, and chlamydia in accordance with:
 - (1) Oregon Administrative Rules (OAR), Chapter 333, Divisions 17, 18, and 19;
 - (2) "OHA Investigative Guidelines for Notifiable Diseases" which can be found at: <http://bit.ly/OR-IG> ;
 - (3) Oregon Revised Statutes (ORS), Chapters 431 & 433; and
 - (4) Current "Centers for Disease Control and Prevention Sexually Transmitted Disease Guidelines," which can be found at: <https://www.cdc.gov/std/treatment/>.
 - e. OHA may provide, pursuant to this agreement, In-Kind Resources or Technical Assistance to assist LPHA in delivering STD Client Services. If LPHA receives In-Kind Resources under this Agreement in the form of medications for treating STDs, LPHA may use those medications to treat individuals infected with or suspected of having Reportable STDs or to treat the sex partners of individuals infected with Reportable STDs, subject to the following requirements:
 - (1) The medications must be provided at no cost to the individuals receiving treatment.
 - (2) LPHA must perform a monthly medication inventory and maintain a medication log of all medications supplied to LPHA under this Agreement. Specifically, LPHA must log-in and log-out each dose dispensed.
 - (3) LPHA must log and document appropriate disposal of medications supplied to LPHA under this Agreement which have expired and thereby, prevent their use.
 - (4) If the LPHA self certifies as a 340B STD clinic site and receives reimbursement for 340B medications from OHA, they must only use "340B medications" to treat individuals for STDs in accordance with the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs regulations regarding "340B Drug Pricing Program".

- (5) If LPHA Subcontracts with another person to provide STD Client Services required under this Program Element, the In-Kind Resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the Subcontractor for the purposes set out in this section and the Subcontractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the Subcontractor. The LPHA must document the medications provided to a Subcontractor under this section
- (6) If LPHA receives In-Kind Resources under this Agreement in the form of condoms and lubricant, LPHA may distribute those supplies at no cost to individuals infected with an STD and to other individuals who are at risk for STDs. LPHA may not, under any circumstances, sell condoms supplied to LPHA under this Agreement. LPHA shall store condoms in a cool, dry place to prevent damage and shall check expiration date of condoms at least once annually.

5. General Revenue and Expense Reporting. In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA. The invoice will document the number of pregnant female syphilis cases, female syphilis cases of reproductive age, and male early syphilis cases with a female partner of reproductive age for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA will remit payment to the LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.

6. Reporting Requirements.

- a. LPHA must review laboratory and health care provider case reports by the end of the calendar week in which initial laboratory or physician report is made. All confirmed and presumptive cases shall be reported to the OHA HIV/ STD/TB (HST) Program by recording the case in the Oregon Public Health Epidemiologists’ User System (Orpheus), the State’s online integrated disease reporting system.
- b. LPHA must submit data regarding STD Client Services, risk criteria and demographic information to OHA via direct entry into the centralized ORPHEUS database.

7. Performance Measures.

LPHA must operate the STD Client Services program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

- a. Percent of gonorrhea cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea case reports with complete “priority” fields.

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

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

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

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.¹ Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.²

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

2. **Definitions Relevant to PHEPR Programs Specific to Public Health Emergency Preparedness and Response.**
 - a. **Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,³ including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in institutional settings, older adults, pregnant and postpartum women, people with disabilities,⁴ people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and individuals experiencing homelessness.⁵
 - b. **Base Plan:** A plan that is maintained by the Local Public Health Authority (LPHA), describing fundamental roles, responsibilities, and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
 - c. **Budget Period:** The intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, Budget Period is July 1 through June 30 for PE12 and July 1 through March 15 for PE12-02.
 - d. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

¹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

² Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

³ US Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals With Access and Functional Needs*. Retrieved from

⁴ Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq.* Retrieved from

⁵ Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: <https://repository.law.umich.edu/mjlr/vol42/iss1/2>

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.⁶
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- g. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners in an emergency, 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call-down engine that can be activated by state or local HAN administrators.
- h. **Health Security Preparedness and Response (HSPR):** A state-level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- i. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- j. **Medical Countermeasures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS material.
- k. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity.⁷
- l. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.⁸
- m. **Public Health Accreditation Board:** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of tribal, state, local and territorial public health departments.⁹
- n. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.

⁶ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

⁷ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>

⁸ Federal Emergency Management Agency. (2007). *Basic Guidance for Public Information Officers*. Retrieved from https://www.fema.gov/media-library-data/20130726-1623-20490-0276/basic_guidance_for_pios_final_draft_12_06_07.pdf

⁹ Public Health Accreditation Board. Retrieved from <https://phaboard.org/>

- o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.

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

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

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

Note: Emergency preparedness crosses over all foundational programs.

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

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

- a. Engage in activities as described in its approved PHEPR Work Plan and multi-year training and exercise plan (MYTEP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.
- b. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by

September 15. LPHA must use the PHEPR Budget Template which is set forth in Attachment I, incorporated herein with this reference.

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

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
- (4) **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Emergency Preparedness and Response Capabilities in accordance with permitted "Use of Funds" as set forth in Attachment 2 and incorporated herein by reference and pursuant to an approved PHEPR budget using the template set forth as Attachment 1 to this Program Element.
- (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, add a new line item, or change the indirect line item by any amount require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
- (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.

- c. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community organizations, older adult-serving organizations, educational agencies and state childcare lead agencies as applicable.¹⁰

- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities is strongly encouraged at one of the HSPR co-sponsored preparedness conferences, which includes the Oregon Epidemiologists' Meeting (OR-Epi) and the Oregon Prepared Conference.

¹⁰ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. 10.

- (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate.
 - (3) Collaboration with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:¹¹
 - (a) Identification of populations at risk of being disproportionately impacted by incidents or events.
 - (b) Coordination with community-based organizations.
 - (c) Integration of Access and Functional needs of individuals.
 - (d) Development or expansion of child-focused planning and partnerships.
 - (e) Engaging field/area office on aging.
 - (f) Engaging mental/behavioral health partners and stakeholders.
 - (4) Participation and planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and MYTEP Blank Template tabs, which OHA has provided to LPHA.
 - (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.
 - (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.¹²
 - (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.¹³ Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.¹⁴
- d. Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by December 1 each year or applicable Due Date based on CDC requirements.¹⁵
- e. PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:

¹¹ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. 8-9.

¹² Public Health Accreditation Board. Retrieved from <https://phaboard.org/>
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Public Health Preparedness 3 O.A.R. § 333-003-0050 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

¹³ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 62.

¹⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

¹⁵ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

State and Local Administration and Enforcement of Public Health Laws. 36 O.R.S § 431.138. (2015) Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

- (1) At least three broad program goals that address gaps, operationalize plans, and guide PHEPR Work Plan activities.
 - (a) Planning.
 - (b) Training and education.
 - (c) Exercises.
 - (d) Community Education and Outreach and Partner Collaboration.
 - (e) Administrative and Fiscal activities.
 - (2) Activities will include or address persons with Access and Functional Needs.¹⁶
 - (3) Local public health leadership will review and approve PHEPR Work Plans.
- f. PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.
- g. 24/7/365 Emergency Contact Capability.**
- (1) LPHA must establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
 - (a) The contact number must be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.¹⁷
 - (b) The telephone number must be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven-digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.¹⁸

¹⁶ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-59.

¹⁷ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. Domain 3. State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

¹⁸ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. Domain 3.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

- (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.¹⁹
 - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
 - (b) Following a quarterly test, LPHA must take any corrective action needed within 30 days of notification of any deficiency to the best of their ability.

h. HAN

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator.²⁰
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.²¹
 - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in their respective organizations.

¹⁹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

²⁰ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. Domain 3.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf, 58-62.

²¹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

- (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
- (k) Facilitate in the development of the HAN accounts for new LPHA users.
- i. Multi-Year Training and Exercise Plan (MYTEP):** LPHA must annually submit to HSPR on or before August 15, an updated MYTEP as part of their annual work plan update.²² The MYTEP must meet the following conditions:
- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
 - (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
 - (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.
 - (4) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
 - (5) Identify a cycle of exercises that increase in complexity over a three-year period, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full-scale exercises); exercises of similar complexity are permissible within any given year of the plan.
 - (6) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
 - (7) For an exercise or incident to qualify, under this requirement the exercise or incident must:
 - (a) **Exercise:**

LPHA must:

 - Submit to HSPR Liaison 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
 - Involve two or more participants in the planning process.
 - Involve two or more public health staff and/ or related partners as active participants.
 - Submit to HSPR Liaison an AAR that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan

²² Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf, 58-62.

U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. Domain 1,2.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
 - Submit to HSPR Liaison an AAR that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.
- (8)** LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.²³
- (9)** Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,²⁴ the Public Health Accreditation Board, and the National Incident Management System.²⁵ The training portion of the plan must:
- (a)** Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
 - (b)** Identify and train appropriate LPHA staff²⁶ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- j. Maintaining Training Records:** LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.²⁷
- k. Plans:** LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.
- (1)** LPHA must establish and maintain at a minimum the following plans:²⁸
- (a)** Base Plan.
 - (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.²⁹

²³ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

²⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>. Capability 1.

²⁵ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>

²⁶ State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

²⁷ Oregon Office of Emergency Management. (2014). *National Incident Management System – Who takes what?*

²⁸ Public Health Preparedness, 3 O.A.R. § 333-003-0050 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

²⁹ Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.132,138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. Domain 1.

Public Health Preparedness, 3 O.A.R. § 333-003-0200 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

- (c) Continuity of Operations Plan (COOP).³⁰
- (d) Communications and Information Plan.³¹
- (2) All plans, annexes, and appendices must:
 - (a) Be updated whenever an AAR improvement item is identified as requiring a change or biennially at a minimum.
 - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards.
 - (c) Be functional and operational by June 30, 2022.³²
 - (d) Comply with the NIMS.³³
 - (e) Include a record of changes that includes a brief description, the date, and the author of the change made; and
 - (f) Include planning considerations for persons with Access and Functional Needs.

I. COVID-19

LPHA must:

- (1) By September 1, 2021, submit a community intervention implementation plan that describes how the LPHA will achieve the following three mitigation goals:
 - (a) Slow transmission of disease.
 - (b) Minimize morbidity and mortality; and
 - (c) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts. The plan should address how the LPHA will:
 - i. Minimize potential spread and reduce morbidity and mortality of COVID-19 in communities.
 - ii. Plan and adapt for disruption caused by community spread and implement interventions to prevent further spread.
 - iii. Ensure healthcare system response is an integrated part of community interventions.
 - iv. Ensure integration of community mitigation interventions with health system preparedness and response plans and interventions.
- OHA will send “Community Intervention Implementation Plan” template to complete (c) above.
- (2) Partner with COVID-19 regional planning to conduct virtual infection control assessments in congregate care settings within their jurisdiction.

³⁰ Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

Federal Emergency Management Agency. (2018) *Continuity Guidance Circular*. Retrieved from <https://www.fema.gov/media-library-data/1520878493235-1b9685b2d01d811abfd23da960d45e4f/ContinuityGuidanceCircularMarch2018.pdf>

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

³¹ State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

³² U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. Domain 2.4.

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

³³ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>
Office of Emergency Management. (2014) 10 O.A.R. § 104-010-0005. Retrieved from <https://secure.sos.state.or.us/oard/>

- (3) Participate in local and regional planning efforts related to hospital transfers.
- (4) Conduct intensive case and contact investigations as community transmission declines within the jurisdiction.

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

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

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis.
 - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
 - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a triennial review. This Agreement will be integrated into the Triennial Review Process.
- d. **Multi-Year Training and Exercise Plan (MYTEP).** LPHA must annually submit a MYTEP to HSPR Liaison on or before August 15. Final approved MYTEP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR Liaison 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After Action Report / Improvement Plan.** LPHA must submit to HSPR Liaison an After Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and LPHA will be evaluated by Mid-year, End of Year and Triennial Reviews.³⁴

³⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

ATTACHMENT 1³⁵ - PHEPR Program Annual Budget

County

July 1, 2021 - June 30, 2022

			Total	Total
PERSONNEL		Subtotal	\$0	\$0
	List as an Annual Salary	% FTE based on 12 months		
		0		
<i>(Position Title and Name)</i>		0		
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.				
Fringe Benefits @ ()% of describe rate or method		0		
TRAVEL			\$0	\$0
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)		\$0		
Hotel Costs: Per Diem Costs: Mileage or Car Rental Costs: Registration Costs: Misc. Costs:				
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0		
Air Travel Costs: Hotel Costs: Per Diem Costs: Mileage or Car Rental Costs: Registration Costs:				

³⁵ A fillable template is available from HSPR Liaison.

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

07/14/2021 Item #6.

Misc. Costs:				
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)	\$0		\$0	\$0
SUPPLIES	\$0		\$0	\$0
CONTRACTUAL (list each Contract separately and provide a brief description)	\$0		\$0	\$0
<i>Contract with () Company for \$_____, for () services.</i>				
<i>Contract with () Company for \$_____, for () services.</i>				
<i>Contract with () Company for \$_____, for () services.</i>				
OTHER	\$0		\$0	\$0
TOTAL DIRECT CHARGES			\$0	\$0
TOTAL INDIRECT CHARGES @ ___% of Direct Expenses or describe method			\$0	\$0
TOTAL BUDGET:			\$0	\$0

Date, Name and phone number of person who prepared budget

NOTES:

Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would computer to the sub-total column as \$50,000

% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be $50 \times 12 / 2080 = .29$ FTE

Attachment 2: Use of Funds

Subject to CDC grant requirements, funds may be used for the following:

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

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

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

ATTACHMENT 3³⁶

Incident/Exercise Summary Report

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

³⁶ A fillable template is available from HSPR Liaison.

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

Program Element #13: Tobacco Prevention Education Program (TPEP)**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Tobacco Prevention Education Program (TPEP). As described in the local program plan, activities are in the following areas:
 - a. **Facilitation of Community and Statewide Partnerships:** Accomplish movement toward tobacco-free communities through a coalition or other group dedicated to the pursuit of agreed upon local and statewide tobacco control objectives. Community partnerships should include local public health leadership, health system partners, non-governmental entities as well as community leaders.
 - (1) TPEP program should demonstrate ability to mobilize timely community support for local tobacco prevention objectives.
 - (2) TPEP program should be available and ready to respond to statewide policy opportunities and threats.
 - b. **Creating Tobacco-Free Environments:** Promote the adoption of tobacco-free policies, including policies in schools, workplaces and public places. Demonstrate community progress towards establishing jurisdiction-wide tobacco-free policies (e.g. local ordinances) for workplaces that still allow indoor smoking or expose employees to secondhand smoke. Establish tobacco-free policies for all county and city properties and government campuses.
 - c. **Countering Pro-Tobacco Influences:** Reduce the promotion of tobacco in retail environments by educating and aligning decision-makers about policy options for addressing the time, place and manner tobacco products are sold. Counter tobacco industry advertising and promotion. Reduce youth access to tobacco products, including advancing tobacco retail licensure and other evidence-based point of sale strategies.
 - d. **Promoting Quitting Among Adults and Youth:** Promote evidence-based practices for tobacco cessation with health system partners and implementation of Health Evidence Review Commission initiatives, including cross-sector interventions. Integrate the promotion of the Oregon Tobacco Quit Line into other tobacco control activities.
 - e. **Enforcement:** Assist OHA with the enforcement of statewide tobacco control laws, including the Indoor Clean Air Act, minors' access to tobacco and restrictions on smoking through formal agreements with OHA, Public Health Division.
 - f. **Reducing the Burden of Tobacco-Related Chronic Disease:** Address tobacco use reduction strategies in the broader context of chronic diseases and other risk factors for tobacco-related chronic diseases including cancer, asthma, cardiovascular disease, diabetes, arthritis, and stroke. Ensure Local Public Health Authority (LPHA) decision-making processes are based on data highlighting local, statewide and national tobacco-related disparities. Ensure processes engage a wide variety of perspectives from those most burdened by tobacco including representatives of racial/ethnic minorities, Medicaid users, LGBTQ community members, and people living with disabilities, including mental health and substance use challenges.

The statewide Tobacco Prevention and Education Program (TPEP) is grounded in evidence-based best practices for tobacco control. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Tobacco use remains the number one cause of preventable death in Oregon and nationally. It is a major risk factor in developing asthma, arthritis, diabetes, stroke, tuberculosis and ectopic pregnancy – as well as liver, colorectal and other forms of cancer. It also worsens symptoms for people already living with chronic diseases.

Funds provided under this Agreement are to be used to reduce exposure to secondhand smoke, prevent youth from using tobacco, promote evidence-based practices for tobacco cessation, educate decision-makers about the harms of tobacco, and limit the tobacco industry's influence in the retail environment. Funds allocated to Local Public Health Authorities are to complement the statewide movement towards population-level outcomes including reduced tobacco disparities.

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

2. **Definitions Specific to Tobacco Prevention Education Program (TPEP).**

Oregon Indoor Clean Air Act (ICAA) (also known as the Smokefree Workplace Law) protects workers and the public from secondhand smoke exposure in public, in the workplace, and within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows that open and air-intake vents. The ICAA includes the use of "inhalant delivery systems." Inhalant delivery systems are devices that can be used to deliver nicotine, cannabinoids and other substances, in the form of a vapor or aerosol. These include e-cigarettes, vape pens, e-hookah and other devices. Under the law, people may not use e-cigarettes and other inhalant delivery systems in workplaces, restaurants, bars and other indoor public places in Oregon.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Facilitation of Community Partnerships		*		X		X	X	X	X	X	X	
Creating Tobacco-free Environments		*		X		X	X	X	X	X	X	
Countering Pro-Tobacco Influences		*				X	X	X	X	X	X	
Promoting Quitting Among Adults and Youth		X		*		X	X	X	X	X	X	
Enforcement		*	X			X	X	X	X	X	X	
Reducing the Burden of Tobacco-Related Chronic Disease		*		X		X	X	X	X	X	X	

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

Adults who smoke cigarettes

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

Percent of community members reached by local (tobacco retail/smoke free) policies

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

- a.** Engage in activities as described in its local program plan and local program budget, which has been approved by OHA and on file based on a schedule to be determined by OHA. OHA will supply the required format and current service data for use in completing the plans. LPHA must

implement its TPEP activities in accordance with its approved local program plan and local program budget. Modifications to the plans may only be made with OHA approval.

- b. Ensure that LPHA leadership is appropriately involved and its local tobacco program is staffed at the appropriate level, depending on its level of funding, as specified in the award of funds for this Program Element.
- c. Use the funds awarded under this Agreement for this Program Element in accordance with its local program budget as approved by OHA and incorporated herein by this reference. Modifications to the local program budget may only be made with OHA approval. Funds awarded for this Program Element may not be used for treatment, direct cessation delivery, other disease control programs, or other efforts not devoted to tobacco prevention and education.
- d. Attend all TPEP meetings reasonably required by OHA.
- e. Comply with OHA’s TPEP Guidelines and Policies.
- f. Coordinate its TPEP activities and collaborate with other entities receiving TPEP funds or providing TPEP services.
- g. In the event of any omission from, or conflict or inconsistency between, the provisions of the local program plan and local program budget on file at OHA, the provisions of the Agreement and this Program Element, the provisions of this Agreement and this Program Element shall control.

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

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

6. **Reporting Requirements.** LPHA must submit local program plan reports on a semi-annual schedule to be reviewed by OHA. The reports must include, at a minimum, LPHA’s progress during the reporting period towards completing activities described in its local program plan. Upon request by OHA, LPHA must also submit reports that detail quantifiable outcomes of activities and data accumulated from community-based assessments of tobacco use. LPHA leadership and program staff must participate in reporting interviews on a schedule to be determined by OHA and LPHA.

7. **Performance Measures.**

- a. LPHA must operate the Tobacco Prevention Education Program (TPEP) described in its local program plan and in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

Percent of community members reached by local (tobacco retail/smoke free) policies

- b. If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

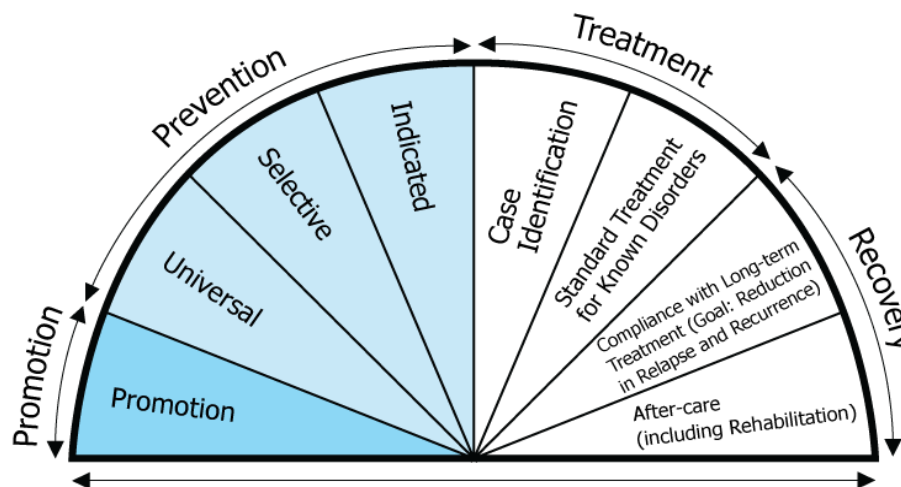
Program Element #36: Alcohol and Drug Prevention and Education Program (ADPEP)**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/ Health Promotion and Chronic Disease Prevention Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver the Alcohol and Drug Prevention and Education Program (ADPEP). ADPEP is a comprehensive program that encompasses community and state interventions, surveillance and evaluation, communications, screening interventions, and state administration and management to prevent alcohol, tobacco and other drug use and associated effects, across the lifespan. The program goals are to plan, implement and evaluate strategies that prevent substance use by reducing risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.

The ADPEP program falls within the National Academies of Science Continuum of Care prevention categories, include promotion, universal direct, universal indirect, selective, and indicated prevention.

- Promotion and universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs.
- Selective prevention targets are subsets of the total population that are deemed to be at risk for substance abuse by virtue of membership in a particular population segment.
- Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.



The funds allocated to the Local Public Health Authority (LPHA) supports implementation of the Center for Substance Abuse Prevention's (CSAP) six strategies:

- Information Dissemination;
- Prevention Education;
- Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives;
- Community Based Processes;
- Environmental/Social Policy; and
- Problem Identification and Referral.

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

2. Definitions Specific to Alcohol and Drug Prevention and Education Program (ADPEP)

Not applicable

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
Information Dissemination		*		X	X	X	X	X	X	X	X	
Prevention Education		*		X	X	X	X	X	X	X	X	
Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives		*		X		X	X	X	X	X	X	
Community Based Processes		*		X		X	X	X	X	X	X	
Environmental/Social Policy		*	X	X		X	X	X	X	X	X	
Problem Identification and Referral		*		X	X	X	X	X	X	X	X	

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

Not applicable

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

Not applicable

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

LPHA must:

- a.** Submit to OHA for approval on a timeline proposed by OHA and outlined in the biennial program plan guidance, a Biennial Local Alcohol and Other Drug Prevention Program Plan which details strategies to be implemented, as outlined in this Program Element.
- b.** Throughout the biennium, implement the OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan, including but not limited to, the following types of activities:
 - (1)** Information Dissemination -- increase knowledge and awareness of the dangers associated with drug use (e.g. local implementation of media campaigns; Public Service Announcements (PSA));
 - (2)** Prevention Education -- build skills to prevent substance use (e.g. assuring school policy supports evidence-based school curricula and parenting education and skill building; peer leadership; and classroom education);
 - (3)** Alcohol, Tobacco & Other Drug (ATOD) Free Alternatives -- organize activities that exclude substances (e.g. youth leadership and community service projects that support policy strategies and goals; and mentoring programs);
 - (4)** Community Based Processes – provide networking and technical assistance to implement evidence-based practices, strategies in schools, law enforcement, communities and agencies (e.g. strategic planning, community engagement and mobilization; and building and effectively managing prevention coalitions);
 - (5)** Environmental/Social Policy -- establish strategies for changing community policies, standards, codes and attitudes toward alcohol and other drug use (e.g. school policies and community or organizational rules and laws regarding alcohol, tobacco and other drugs; and advertising restrictions);
 - (6)** Problem Identification and Referral – identify individuals misusing alcohol and other drugs and assess whether they can be helped by educational services (e.g. sustainable referral systems to evidence-based health care systems, services, and providers).
- c.** Use funds for this Program in accordance with its approved Local Program Budget on a timeline proposed by OHA and outlined in the biennial program plan guidance approved by OHA. (The LPHA shall submit the local budget for approval by OHA within a timeframe designated by OHA.)
 - (1)** Budget adjustments of up to 10% of the cumulative award amount are allowable between or within Budget categories and line items. Modification to the Local Program Budget exceeding 10% of the cumulative award amount between or within the Budget categories and line items may only be made with prior written approval of the OHA Agreement Administrator.
 - (2)** Consistent with the OHA-approved Local Program Budget, OHA may reimburse the LPHA for local mileage, per diem, lodging and transportation to conduct program activities under this Agreement and attend OHA required and requested meetings as OHA deems such expenses to be reasonable and reasonably related to performance under

this Agreement. Travel to attend out of state events or conferences is permitted if content is applicable to the ADPEP Local Program Plan. Federal per diem rates limit the amount of reimbursement for in state and out of state travel – see U.S. General Services Administration Per Diem Rates at www.gsa.gov/perdiem. All travel must be conducted in the most efficient and cost-effective manner resulting in the best value to OHA and the State of Oregon.

- d. Coordinate efforts among diverse stakeholders and related programs (e.g. other alcohol and drug efforts such as prescription drug overdose, tobacco prevention, mental health and suicide prevention) in local communities. Such coordination offers a shared benefit of coordinated mobilization and leveraged resources to achieve local policy and environmental change goals and measurable improvement in health status. LPHA must determine how best to coordinate with local Tobacco Prevention and Education Program (TPEP) to include in the biennial plan detail of coordinated strategies.
- e. Participate in site visits, state trainings, meetings and evaluation activities as requested or required by OHA.

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

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

6. **Reporting Requirements.**

- a. LPHA must report to OHA semi-annually to describe progress made in completing activities and achieving the goals and objectives set forth in the LPHA’s OHA-approved Local Alcohol and Other Drug Program Plan. (**Semi-Annual Progress Reports Due:** on an ongoing basis through the term of this Agreement each six months and as otherwise requested by OHA).
- b. LPHA must submit written annual Progress reports to OHA using forms and procedures provided by OHA to describe results in achieving the goals, objectives through implementing the evidence-based strategies set forth in the LPHA’s OHA-approved Local Program Plan as well as any obstacles encountered, successes and lessons learned. (**Annual Progress Reports Due:** within 30 days following the end of the state fiscal year).

7. **Performance Measures.**

- a. If LPHA completes fewer than 75% of the planned activities in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan for two consecutive calendar quarters in one state fiscal year LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.
- b. LPHA must operate the Alcohol and Other Drug Prevention and Education Program (ADPEP) described in its OHA-approved Biennial Local Alcohol and Other Drug Prevention Program Plan.

Program Element #40: Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”) Services**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/Nutrition and Health Screening (WIC)

Description of Program Element. Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver Special Supplemental Nutrition Program for Women, Infants and Children services (“**WIC Services**”), Farm Direct Nutrition Program services (“**FDNP Services**”), and Breastfeeding Peer Counseling Program services (“**BFPC Services**”).

The services described in Sections B. and C. of this Program Element, are ancillary to basic WIC Services described in Section A. of this Agreement. In order to participate in the services described in Sections B. or C., LPHA must be delivering basic WIC Services as described in Section A. The requirements for WIC Services also apply to services described in Sections B and C.

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

A. General (“WIC”) Services

- 1. Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of food benefits for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.
- 2. Definitions Specific to WIC Services**
 - a. Applicants:** Pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of an Applicant. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
 - b. Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the Exhibit C of this Agreement, is determined by OHA using the WIC funding formula which was approved by the CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s Caseload management performance and is used in determining NSA funding for LPHA.
 - c. Breastfeeding:** The practice of a Participant feeding their breast milk to their infant(s) on the average of at least once a day.
 - d. Breastfeeding Participants:** Participants up to one year postpartum who breastfeed their infants.
 - e. Caseload:** For any month, the sum of the actual number of pregnant Participants, Breastfeeding Participants, Postpartum Participants, infants and children who have received Supplemental Foods or food benefits during the reporting period and the actual number of infants breastfed by Breastfeeding Participants (and receiving no Supplemental Foods or food benefits) during the reporting period.

- f. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.
- g. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- h. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- i. **Electronic Benefits Transfer (EBT):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card. In Oregon, the WIC EBT system is known as "eWIC".
- j. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and childcare and prenatal and postpartum examinations) or referral for treatment.
- k. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual's personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- l. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- m. **Nutrition Services Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and Breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- m. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- n. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.
- o. **Participants:** Pregnant, Breastfeeding, or Postpartum Participants, infants and children who are receiving Supplemental Foods benefits under the program, and the breastfed infants of Breastfeeding Participants.
- p. **Postpartum Participants:** Participants up to six months after termination of a pregnancy.
- q. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Participants, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
- r. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:
 - (1) Provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and food benefit issuance;

- (2) Redemption and reconciliation of food benefits including electronic communication with the banking contractor;
 - (3) Compilation and analysis of WIC Services data including Participant and vendor information; and
 - (4) Oversight and assurance of WIC Services integrity.
- s. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates and sent to the LPHA.
- t. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
- u. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates sent by OHA to the LPHA and located at:
<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx>
3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
WIC Services: Nutrition Education		*		X	X	X	X	X	X		X	
WIC Services: Breastfeeding Education and Support		*		X	X	X	X	X	X		X	
WIC Services: Referrals and Access to Care	X	X		X	*		X	X				
WIC Services: Provision of Supplemental Foods		X		X	*		X					
FDNP Services		X		X	*		X					
BFPC Services		*		X	X		X				X	

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

- (1) Two-year-old vaccination rates
- (2) Adults who smoke cigarettes
- (3) Dental visits among children 0-5 years
- (4) Well Child Visits

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

Not applicable

4. **Procedural and Operational Requirements.** All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual. By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

a. **Staffing Requirements and Staff Qualifications—Competent Professional Authority.**

LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement that was approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and was reapproved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006 (CLHO MCH Agreement).

A CPA is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy 660 in the WIC Manual located here: <https://www.oregon.gov/OHA/PH/HEALTHYPEOPLEFAMILIES/WIC/Pages/wicpolicy.aspx> and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition Education and prescribe appropriate Supplemental Foods.

b. **Staffing Requirements and Staff Qualifications— Nutritionist.**

LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the CLHO MCH Agreement A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent and/or is a Registered Dietitian Nutritionist (RDN) with the Commission on Dietetic Registration.

c. **General WIC Services Requirements.**

- (1) LPHA must provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0070, such U.S. Department of Agriculture directives as may be issued from time to time during the term of this Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the CLHO MCH Agreement.
- (2) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA must have a plan for continued efforts to make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when Health Services are provided through referral, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(3) and (5); and the CLHO MCH Agreement.

- (3) Each WIC LPHA must make available to each Participant a minimum of four Nutrition Education contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's Certification Period, in accordance with 7 CFR Subpart D, §246.11 and the CLHO MCH Agreement.
- (4) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR Part 246, Subpart C, §246.7 and the CLHO MCH Agreement and the TWIST User Training Manual.
- (5) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR Part 246 Subpart B, §246.6(b)(8) and the CLHO MCH Agreement. This includes the annual submission of a budget projection for the next state fiscal year that is due to the state along with the Nutrition Services Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (6) LPHA, in collaboration with OHA, must manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR Part 246, Subpart B, §246.6(b)(1) and the CLHO MCH Agreement.
- (7) As a condition to receiving funds under this Agreement, LPHA must have on file with OHA, a current Nutrition Services Plan that meets all requirements related to plan, evaluation, and assessment. Each Nutrition Services Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Nutrition Services Plan prior to any disbursement of funds under this Agreement. The Nutrition Services Plan, as updated from time to time, is an attachment to Program Element, in accordance with 7 CFR Part 246, Subpart D, §246.11(d)(2); and CLHO MCH Agreement.
- (8) LPHA must utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR Part 246, Subpart E, §246.14(c)(1) and CLHO MCH Agreement.
- (9) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7 CFR Part 246, Subpart F, §246.19(b)(1)-(6); and the CLHO MCH Agreement. The scope of this review is described in Policy 215 in the WIC Manual.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. A copy of the general ledger of WIC-related expenditures for the quarter must be submitted with each quarterly expenditure and revenue report. In addition, LPHA must provide additional documentation, if requested, for expenditure testing to verify allowable expenditures per WIC federal guidelines. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA shall submit the following written reports to OHA:
- Quarterly reports on: (a) the percentage of its NSA Funds used for Nutrition Education activities; and (b) the percentage used for Breastfeeding education and support.
 - Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
 - Biannual payroll verification forms, completed in January and July, for all staff, funded in whole or in part, by funds provided under this Agreement.
 - Annual WIC budget projection for the following state fiscal year.
 - Nutrition Services Plan.
7. **Performance Measures.**
- LPHA must serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any twelve (12) month period.
 - OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

B. Farm Direct Nutrition Program (FDNP) Services.

- General Description of FDNP Services.** FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to Participants who are nutritionally at risk. FDNP Services are also intended to expand the awareness, use of, and sales at local Farmers Markets and Farm Stands. FDNP Participants receive checks that can be redeemed at local Farmers Markets and Farm Stands for Eligible Foods.
- Definitions Specific to FDNP Services.** In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section B.2. shall have the meanings assigned below, unless the context requires otherwise:
 - Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown Produce, fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.

- b. **Farmers Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
 - c. **Farmers Market Season or Season:** June 1 – November 30.
 - d. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a Farm Stand. This is in contrast to a group or association of farmers selling their produce at a Farmers Market.
 - e. **FDNP:** The WIC Farm Direct Nutrition Program authorized by Section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers July 2, 1992.
 - f. **Locally Grown Produce:** Produce grown within Oregon's borders, but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
 - g. **Recipients:** Participants who: (a) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant Participants, Breastfeeding Participants, non-Breastfeeding Postpartum Participants, infants 4 months of age or older and children through the end of the month they turn five years of age; and (b) have been chosen by the LPHA to receive FDNP Services.
3. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
 - b. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
 - (1) **Coupon Distribution:** OHA will deliver FDNP checks to LPHA who will be responsible for distribution of these checks to Recipients. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each Season begins.
 - (2) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipients/caregiver has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Policy 1100 3.0 'Participant Orientation' in the WIC Manual.
 - (3) **Security:** Checks must be kept locked up at all times except when in use and at those times an LPHA staff person must attend the unlocked checks.
 - (4) **Check Issuance and LPHA Responsibilities:** LPHA must document the required Certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA must follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP Services requirements.
 - (5) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 452, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the OHA FDNP

coordinator if necessary. LPHA must handle an Oregon FDNP complaint according to policy 588, Program Integrity: Complaints, of the WIC Manual

- (6) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and the CLHO MCH Agreement.

4. **Reporting Requirements.** The reporting obligations of LPHA are set forth in the Exhibit E, Section 6 of this Agreement.

C. Breastfeeding Peer Counseling (BFPC) Services

1. **General Description of BFPC Services.** The purpose of BFPC Services is to increase Breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referrals at specific intervals, primarily through an LPHA Peer Counselor, to pregnant and Breastfeeding Participants who are participating in the BFPC Program.
2. **Definitions Specific to BFPC Services.**

In addition to the definitions in Section A.2. of this Program Element, the following terms used in this Section C. shall have the meanings assigned below, unless the context requires otherwise:

- a. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, and is determined by OHA using the WIC Peer Counseling funding formula (approved by CHLO MCH and CHLO Executive Committee December 2004, and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling Caseload management performance and is used in determining peer counseling funding for LPHA.
- b. **BFPC Participant:** A WIC Participant enrolled in the BFPC Program.
- c. **BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.
- d. **Peer Counseling Caseload:** For any month, the sum of the actual number of Participants assigned to a Peer Counselor.
- e. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant Participants and Breastfeeding Participants who are participating in the BFPC program.
- f. **State BFPC Project Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.

3. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- a. **Staffing Requirements and Staff Qualifications.**
- (1) LPHA must provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain Caseload requirements specified in the WIC Manual.
 - (2) LPHA shall recruit and select Participants from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.
- b. **General BFPC Service Requirements**
- (1) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
 - (2) **Confidentiality:** Each Peer Counselor must abide by federal, state and local statutes and regulations related to confidentiality of BFPC Participant information.
 - (3) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements, and scope of practice for Peer Counselor(s) must be in accordance with the WIC Manual.
 - (4) **Required Documentation:** LPHA must document BFPC Participant assignment to a Peer Counselor in TWIST. LPHA must assure that all Peer Counselors document all contact with BFPC Participants according to the WIC Manual.
 - (5) **Referring:** LPHA must develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
 - (6) **Provided Training:** LPHA must assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual.
 - (7) **Conference Calls:** LPHA must assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
 - (8) **Frequency of Contact with Participant:** LPHA must follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of BFPC Participant notifications, and the number and type of interventions included in a Peer Counselor's Assigned Caseload.
 - (9) **Plan Development:** LPHA must develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to BFPC Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.

- (10) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services must not be included in the regular WIC quarterly time studies described in Section A.6.b. above.
- (11) **Counting of BFPC Services Expenditures:** LPHA must not count expenditures from the BFPC Services funds towards meeting either its LPHA Breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.
- (12) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA must cooperate with such OHA monitoring.

4. Performance Measures:

- a. LPHA must serve at least 97% of its Assigned BFPC Peer Counseling Caseload over any twelve-month period.
- b. OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

5. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Exhibit E, Section 6 of this Agreement, LPHA must submit the following reports:

- a. A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.
- b. A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual

Program Element #42: Maternal, Child and Adolescent Health (MCAH) Services**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Prevention & Health Promotion/Maternal and Child Health Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Maternal, Child and Adolescent Health (MCAH) Services.

General Description. Funding provided under this Agreement for this Program Element shall only be used in accordance with and subject to the restrictions and limitations set forth below and the Federal Title V Maternal and Child Health Block Grant Services (Title V MCH) to provide the following services:

- a. Title V MCH Block Grant Services;
- b. Perinatal, Child and Adolescent Health General Fund Preventive Health Services;
- c. Oregon MothersCare (OMC) Services;
- d. MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership).

If funds awarded for MCAH Services, in the Financial Assistance Award located in Exhibit C to this Agreement, are restricted to a particular MCAH Service, those funds shall only be used by LPHA to support delivery of that specific service. All performance by LPHA under this Program Element, including but not limited to reporting obligations, shall be to the satisfaction of OHA.

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

2. **Definitions Specific to Maternal, Child and Adolescent Health (MCAH) Services.**

- a. **Title V MCH Block Grant Services:** The purpose of Title V MCH Block grant is to provide a foundation for ensuring the health of the Nation's mothers, women, children, and youth. Services delivered using Federal Title V MCH funding will comply with Federal Title V MCH statute and Oregon's Title V MCH implementation guidance, and address Oregon's Title V priorities.
- b. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services:** Activities, functions, or services that support the optimal health outcomes for pregnant persons before, after and between pregnancies and infants, children and adolescents.
- c. **OMC Services:** Oregon MothersCare referral services for prenatal care and related services provided to pregnant persons as early as possible in their pregnancies, with the goal of improving access to early prenatal care services in Oregon. OMC Services shall include an ongoing outreach campaign, utilization of the statewide toll-free 211 Info telephone hotline system, and local access sites to assist pregnant persons to obtain prenatal care services.
- d. **MCH Public Health Nurse Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership):** The primary goal of MCH Public Health Nurse Home Visiting Services are to strengthen families and improve the health status of women and children. Services are delivered or directed by public health nurses (PHNs) and are provided during home visits.

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

[manual.pdf](#)):

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component X = Other applicable foundational programs					X = Foundational capabilities that align with each component							
(Component 1) Title V MCH Block Grant Services		*		X	X	X	X	X	X	X	X	
(Component 2) Perinatal, Child and Adolescent Health General Fund Preventive Health Services		*		X	X		X	X	X		X	
(Component 3) Oregon MothersCare Services		*		X	X		X	X	X		X	
(Component 4) MCH PHN Home Visiting Services		*		X	X		X	X	X		X	

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

Not Applicable

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

Not Applicable

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

a. **General Requirements**

- (1) **Data Collection.** LPHA must provide MCAH client data, in accordance with Title V Section 506 [42 USC 706], defined by revised 2015 Federal Guidance, to OHA with respect to each individual receiving any MCAH Service supported in whole or in part with MCAH Service funds provided under this Agreement.
- (2) MCAH Services must be implemented with a commitment to racial equity as demonstrated by the use of policies, procedures and tools for racial equity and cultural responsiveness.
- (3) **Funding Limitations.** Funds awarded under this Agreement for this Program Element and listed in the Exhibit C, Financial Assistance Award must be used for services or activities described in this Program Element according to the following limitations:
 - (a) **MCAH Title V CAH (PE42-07, PE42-08):**
 - i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - v. Charges imposed by a State for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.
 - (b) **MCAH Perinatal General Funds and Title XIX (PE42-03):** Funds must be used for public health services for women during the perinatal period (one year prior to conception through two years postpartum).
 - (c) **MCAH Babies First! General Funds (PE42-04):** Funds are limited to expenditures for MCH PHN Home Visiting Services (Babies First!, Family Connects, Nurse Family Partnership).

- (d) **MCAH Oregon Mothers Care Title V (PE42-09, PE42-10):** Funds must be used for implementing OMC.
- i. Funds are designated for services for women, infants, children, and adolescents less than 21 years of age (Title V, Section 505 [42 USC 705(a)(3)(A)]).
 - ii. Title V funds shall not be used as match for any federal funding source.
 - iii. Title V funds must be used for services that support federal or state-identified Title V MCAH priorities as outlined in section.
 - iv. LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. For purposes of this Program Element, indirect costs are defined as “costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs.” These costs include, but are not limited to, “costs of operating and maintaining facilities, for administrative salaries, equipment, depreciation, etc.” in accordance with Title V, Section 504 [42 USC 704(d)].
 - v. Charges imposed by a State for services under this program must be pursuant to a published schedule of charges and adjusted to reflect the income, resources, and family size of the recipients. No charges may be imposed for low-income mothers or children (42 USC 705(a)(5)(D)). The official poverty guideline, as revised annually by HHS, shall be used to determine whether an individual is considered low-income for this purpose.
- (e) **MCAH CAH General Funds and Title XIX (PE42-06):** Funds must be used for public health services for infants, children and adolescents.

b. **Title V MCH Block Grant Services.** All Title V MCH Block Grant Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- (1) **Medicaid Application.** Title V of the Social Security Act mandates that all maternal and child health-related programs identify and provide application assistance for pregnant persons and children potentially eligible for Medicaid services. LPHA must collaborate with OHA to assure Medicaid application assistance to pregnant persons and children who receive MCAH Services supported in whole or in part with funds provided under this Agreement for this Program Element and who are potentially eligible for Medicaid services, according to Title V Section 505 [42 USC 705].
- (2) LPHA must submit an annual plan for use of Title V funds demonstrating how Title V funds support activities directly related to Oregon’s Title V Priorities as operationalized by the Title V online reporting form. The Title V Plan shall include:
 - (a) Rationale for priorities selected reflecting the health needs of the MCAH population;
 - (b) Strategies, measures and timelines that coordinate with and support Oregon’s Title V priorities, strategies and Action Plan;
 - (c) Plan to measure progress and outcomes of the Title V funded activities;
 - (d) Prior year use of Title V funds; and

- (e) Projected use of Title V funds and other funds supporting the Title V annual plan.
- (3) LPHA must provide Title V MCH Block Grant Services administered or approved by OHA that support optimal health outcomes for women, infants, children, adolescents, and families. Title V MCH Block Grant Services include strategies and activities aligned with:
- (a) Oregon's current Title V MCH Block Grant Application including:
 - i. Oregon's Title V MCH national and state-specific priorities and performance measures based on findings of Oregon's 5 year Title V MCH Block Grant Needs Assessment as defined across six population domains: Maternal/Women's health, Perinatal/Infant Health, Child Health, Children and Youth with Special Healthcare Needs, Adolescent Health, and Cross-Cutting or Systems.
 - ii. Oregon's evidence-based/informed Title V strategies and measures.
 - iii. Other MCAH Services identified through the annual plan and approved by OHA (up to 20% of Title V funding).
- c. **Perinatal, Child and Adolescent Health General Fund Preventive Health Services.**
- (1) State MCAH Perinatal, Child and Adolescent Health General funded work may be used to address the following:
- (a) Title V MCH Block Grant Services as described above.
 - (b) Preconception health services such as screening, counseling and referral for safe relationships, domestic violence, alcohol, substance and tobacco use and cessation, and maternal depression and mental health.
 - (c) Perinatal health services such as MCH Public Health Nurse Home Visiting Services, Oregon MothersCare (OMC) Services, Oral Health; or other preventive health services that improve pregnancy outcomes and health.
 - (d) Infant and child health services such as MCH Public Health Nurse Home Visiting Services, child care health consultation, Sudden Infant Death Syndrome/Sudden Unexplained Infant Death follow-up, Child Fatality Review/Child Abuse Multi-Disciplinary Intervention, Early Hearing Detection and Intervention follow-up, oral health including dental sealant services; or other health services that improve health outcomes for infants and young children; and
 - (e) Adolescent health services such as School-Based Health Centers; teen pregnancy prevention; or other adolescent preventive health services that improve health outcomes for adolescents.
- d. **OMC Services.** All OMC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
- (1) LPHA must designate a staff member as its OMC Coordinator to work with OHA on developing a local delivery system for OMC Services. LPHA's OMC Coordinator must work closely with OHA to promote consistency around the state in the delivery of OMC Services.

- (2) LPHA must follow the OMC Protocols, as described in OHA's Oregon MothersCare Manual provided to LPHA and its locations at which OMC Services are available, when providing OMC Services such as outreach and public education about the need for and availability of first trimester prenatal care, home visiting, prenatal care, including dental care, and other services as needed by pregnant persons.
 - (3) As part of its OMC Services, LPHA must develop and maintain an outreach and referral system and partnerships for local prenatal care and related services.
 - (4) LPHA must assist all women seeking OMC Services in accessing prenatal services as follows:
 - (a) Provide follow up services to clients and women who walk in or are referred to the OMC Site by the 211 Info and other referral sources; inform these individuals of the link to the local prenatal care provider system; and provide advocacy and support to individuals in accessing prenatal and related services.
 - (b) Provide facilitated and coordinated intake services and referral to the following services: Clinical Prenatal Care (CPC) Services (such as pregnancy testing, counseling, Oregon Health Plan (OHP) application assistance, first prenatal care appointment); MCH Home Visiting Services; WIC Services; screening for health risks such as Intimate Partner Violence, Smoking, Alcohol and other Drug use; other pregnancy support programs; and other prenatal services as needed.
 - (5) LPHA must make available OMC Services to all pregnant persons within the county. Special outreach shall be directed to low-income pregnant persons and pregnant persons who are members of racial and ethnic minorities or who receive assistance in finding and initiating CPC. Outreach includes activities such as talks at meetings of local minority groups, exhibits at community functions to inform the target populations, and public health education with a focus on the target minorities. Low-income is defined as having an annual household income which is 190% or less of the federal poverty level ("FPL") for an individual or family.
 - (6) LPHA must make available to all pregnant persons within the county assistance in applying for OHP coverage and referrals to additional perinatal health services. Special outreach shall be directed to low-income pregnant persons and pregnant persons of racial and ethnic minorities.
 - (7) LPHA must designate a representative who shall attend OMC site meetings conducted by OHA.
- e. **MCH PHN Home Visiting Services (Babies First!, Family Connects and Nurse Family Partnership) Services.** All Babies First!/Nurse Family Partnership Services supported in whole or in part with funds provided under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements.
- (1) **Staffing Requirements and Staff Qualifications:**
 - (a) **Babies First!**
 - i. LPHA must designate a staff member as its Babies First! Supervisor.
 - ii. Babies First! Services must be delivered by or under the direction of a RN/PHN. Minimum required staffing is .5 FTE RN/PHN with a required minimum caseload of 20. RN/PHN BSN staff are preferred but not required.

- iii. If a local program is unable to meet the minimum staffing or caseload requirement, a variance request completed in consultation with the MCH Nurse Consultant and approved by an MCH Section manager must be in place.
 - iv. If a local program is implemented through a cross county collaboration with shared staff across jurisdictions a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
- (b) **Family Connects:** LPHA must designate a staff member as its Family Connects Supervisor. If Family Connects Program is implemented through a cross county collaboration with shared staff across jurisdictions, a subcontract and/or Memorandum of Understanding must be in place defining the staffing and supervision agreements.
- (c) **Nurse Family Partnership:** LPHA must designate a staff member as its Nurse Family Partnership Supervisor. If the Nurse Family Partnership program is implemented through a cross county collaboration with shared staff across jurisdictions, a subcontract and/or Memorandum of Understanding must be in place defining the supervision agreements.
- (2) **Activities and Services:**
- (a) **Babies First!:** services may be provided to eligible perinatal women, infants and children through four years of age who have one or more risk factors for poor health or growth and development outcomes. Services may also be provided to a parent or primary caregiver of an eligible child. Services must be delivered in accordance with Babies First! Program Guidance provided by the Maternal and Child Health Section.
 - (b) **Family Connects:** Services must be delivered in accordance with the Family Connects model as defined by Family Connects International.
 - (c) **Nurse Family Partnership:** Services must be delivered in accordance with Nurse Family Partnership model elements and LPHA contract with the Nurse Family Partnership National Service Office.
- (3) **Nursing Practice.** All PHNs working in the Babies First!, Family Connects, or Nurse Family Partnership programs must adhere to nursing practice standards as defined by the Oregon State Board of Nursing.
- (4) **Targeted Case Management.** If the LPHA, as a provider of Medicaid services, chooses to bill for Targeted Case Management-eligible services, the LPHA must comply with the Targeted Case Management billing policy and codes in OAR 410-138-0000 through 410- 138-0390.
- (5) **Early Hearing Detection and Intervention (EHDI) Notifications:** Babies First!/Family Connects/Nurse Family Partnership Services must receive notifications made by OHA for Early Hearing Detection and Intervention as described in ORS 433.321 and 433.323 and report back to OHA on planned follow-up.

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

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

6. **Reporting Requirements.**

a. **Reporting Obligations and Periodic Reporting Requirements for MCAH Services.**

Title V Block Grant Services:

- (1) A report on the prior year annual plan must be submitted by September 30 of every year.
- (2) If LHA provides MCH PHN Home Visiting Services using these funds, see reporting obligations for MCH PHN Home Visiting services.

b. **Reporting Obligations and Periodic Reporting Requirements for State Perinatal Child and Adolescent Health General Funds.** If LHA provides MCH PHN Home Visiting services using these funds, see reporting obligations for MCH PHN Home Visiting Services.

c. **Reporting Obligations and Periodic Reporting Requirements for OMC Services.** LPHA must collect and submit client encounter data quarterly using the Web-based Interface Tracking System (WTI) on individuals who receive OMC Services supported in whole or in part with fund provided under this Agreement. LPHA must ensure that their quarterly data is entered into WTI, cleaned and available for analysis to OHA on a quarterly basis. Sites may use the OMC client tracking forms approved by OHA prior to entering their data into WTI.

d. **Reporting Obligations and Periodic Reporting Requirements for MCH PHN Home Visiting Services (Babies First!, Family Connects and Nurse Family Partnership Services).**

- (1) For all individuals who receive MCH PHN Home Visiting Services, LPHA must ensure that Supervisors and Home Visitors collect required data on client visits and enter it into the state-designated data system in a timely manner that is aligned with expectations defined by each program and within no more than thirty (30) business days of visiting the client and 45 days of case closure.
- (2) LPHA must take all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations.

7. **Performance Measures.**

LPHA must operate the Title V funded work under this Program Element in a manner designed to make progress toward achieving Title V state and national performance measures as specified in Oregon’s MCH Title V Block Grant annual application/report to the DHHS Maternal and Child Health Bureau

Program Element #43: Immunization Services**OHA Program Responsible for Program Element:**

Public Health Division/Center for Public Health Practice, Immunization Section

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

Immunization Services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Services include population-based services including public education to increase vaccine confidence, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations, as well as vaccine administration to vulnerable populations with an emphasis on ensuring access and equity for all persons in the jurisdiction.

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

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA's statewide immunization information system.
- b. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines, including adults on Medicare and/or the Oregon Health Plan
- c. **Case Management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- d. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- e. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- f. **Delegate Addendum:** A document serving as a contract between LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a Public Provider Agreement and Profile.
- g. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- h. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- i. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** A digital version of a patient's paper medical chart.
- j. **Emergency Use Authorization or EUA:** Federally required patient handouts produced by the FDA with information about the risks and benefits of vaccines authorized for emergency use.
- k. **Exclusion Orders:** Legal notification to a parent or guardian of their child's noncompliance with the School/Facility Immunization Law.
- l. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.

- m. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.
- n. **Immunization Quality Improvement for Providers (IQIP):** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices. Previously called AFIX.
- o. **Oregon Vaccine Stewardship Statute:** State law requiring all Vaccine Access Program enrolled providers to:
 - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
 - (2) Use ALERT IIS ordering and inventory modules; and
 - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
- p. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
- q. **Public Provider Agreement and Profile:** Signed agreement between OHA and LPHA that receives vaccines through VAP or VFC. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
- r. **Service Area:** Geographic areas in Oregon served by immunization providers.
- s. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
- t. **Vaccine Access Program (VAP):** Vaccine or Immune Globulin procured by the OHA with state and federal funds used to assure vaccine availability to specified groups.
- u. **Vaccine Adverse Events Reporting System (VAERS):** Federal system for reporting adverse events following vaccine administration.
- v. **Vaccine Eligibility:** An individual's eligibility for VAP based on insurance coverage for immunization.
- w. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
 - (1) American Indian/Alaskan Native; or,
 - (2) Uninsured; or,
 - (3) Medicaid-enrolled; or,
 - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
 - (5) Underinsured and served by LPHAs that have Deputization agreements with FQHCs/RHCs.
- x. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
- y. **Vaccine Information Statement (VIS):** Federally required patient handouts produced by the CDC with information about the risks and benefits of each vaccine.

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

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

Program Components	Foundational Program					Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>													
Vaccines for Children Program Enrollment					*		X					X	
Oregon Vaccine Stewardship Statute					*	X							
Vaccine Management					*							X	
Billable Doses/IG					*		X						
Delegate Agencies					*			X					
Vaccine Administration					*							X	
Immunization Rates, Outreach and Education					*								
Tracking and Recall					*				X				
Surveillance of Vaccine-Preventable Diseases	*								X				
Adverse Events Following Immunizations					*								
Perinatal Hepatitis B Prevention, Screening and Documentation	*								X				
School/Facility Immunization Law					*				X				

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

Two-year-old vaccination rates.

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

IQIP program.

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

- a. **Vaccine Access Program OR Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VAP provider or VFC Provider. In addition, if LPHA contracts out for clinical services, LPHA must ensure that Subcontractor maintains enrollment as an active VAP or VFC Provider.

- b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.

- c. **Vaccine Management.**

- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and must reconcile their inventory in ALERT IIS. Inventories must be kept for a minimum of three years.
- (2) LPHA must submit vaccine orders according to the tier assigned by the OHA’s Immunization Program.

- d. **Billable Doses/Immune Globulin.**

- (1) OHA will bill LPHA quarterly for Billable Doses of vaccine.
- (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
- (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
- (4) Payment is due 30 days after the invoice date.

- e. **Delegate Agencies.**

If LPHA has a Subcontract for Immunization Services, LPHA must complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers change or upon request.

- f. **Vaccine Administration.**

- (1) Vaccines must be administered as directed in the most current, signed version of OHA’s Model Standing Orders for Immunizations.
- (2) LPHA must ensure that Clinical Immunization Staff annually view a minimum of one hour of immunization-specific continuing education like the Epidemiology and Prevention of Vaccine-Preventable Diseases program **or** the annual Immunization Update. Other immunization continuing education from sources like the CDC, Children’s Hospital of Philadelphia, American Academy of Pediatrics, etc. are also acceptable.
- (3) In connection with the administration of a vaccine, LPHA must:
 - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the EUA or VIS and has had their questions answered prior to the administration of the vaccine.
 - (b) Make the EUA or VIS available in other languages or formats when needed (e.g., when English is not a patient’s primary language or for those needing the EUA VIS in braille).

- (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record.
- (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred.
- (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements, in a permanent medical record. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement.)
- (f) If LPHA documents vaccine administration electronically, LPHA must demonstrate the ability to override a VIS date in their EHR system.
- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha-phdrrs.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232.
- (h) Comply with Vaccine Billing Standards as provided in Attachment 1 to this PE, incorporated by reference.

g. Immunization Rates, Outreach and Education.

- (1) OHA will provide annually to LPHA their IQIP rates and other population-based county rates.
- (2) LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to raise immunization rates. Activities may include:
 - Activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
 - One of these activities must be related to promoting IQIP participation with local VFC-enrolled clinics. This activity may also be outreach to a local coordinated-care organization to promote IQIP activities.

h. Tracking and Recall.

- (1) LPHA must provide Forecasting for clients requiring Immunization Services using the ALERT IIS electronic Forecasting system.
- (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
- (3) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.

- i. Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct Surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:
- <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
<http://public.health.oregon.gov/LaboratoryServices><http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>
- j. Adverse Events Following Immunizations.**
- LPHA must complete and electronically file a VAERS form if:
- (1) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>;
 - (2) An event occurs that the package insert lists as a contraindication to additional vaccine doses;
 - (3) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
 - (4) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital.
- k. Perinatal Hepatitis B Prevention, Screening and Documentation**
- (1) LPHA must provide Case Management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.
 - (2) Case Management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at <https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:
 - (a) Screen for HBsAg status or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs.
 - (b) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%.
 - (c) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System.
 - (d) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA.
 - (e) Provide Case Management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology.
 - (f) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

I. School/Facility Immunization Law

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at https://www.oregonlegislature.gov/bills_laws/ors/ors433.html.
- (2) LPHA must take orders for and deliver Certificate of Immunization Status (CIS) forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must cover the cost of mailing/shipping to parents and to schools all Exclusion Orders, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at https://secure.sos.state.or.us/oard/displayDivisionRules.action%3bJSESSIONID_OARD=2rAGjMwAFKyKGiwIdp_03oUv7xaI6kjlhXdVWS78XLgPdYNa0jj7%21479495115?selecteDDivision=1265. LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities, and can confirm receipt of materials.
- (4) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA must submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

m. Supplemental Funding Opportunities

- (1) LPHA may apply for additional supplemental funding grants by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) At the discretion of the OHA Immunization Program, a supplemental funding opportunity may not require application, but will be distributed through a formula approved by the Conference of Local Health Officials.
- (3) LPHA may receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant's objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.

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

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

6. Reporting Requirements.

- a. LPHA must submit vaccine orders according to the ordering tier assigned by OHA.
- b. If LPHA is submitting vaccine administration data electronically to ALERT IIS, LPHA must electronically flag clients who are deceased or have moved out of the Service Area or the LPHA jurisdiction.
- c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.j. of this Program Element occur.
- d. LPHA must complete and submit an Immunization Status Report as required in Section 4.l.(4) of this Program Element.
- e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.
- f. LPHA must submit any status reports required by supplemental grants accepted by the LPHA.

7. Performance Measures.

- a. LPHA must operate Immunization Services in a manner designed to achieve the following public health accountability process measure: Percent of Vaccines for Children clinics that participate in the IQIP program.
- b. If LPHA provides Case Management to 5 births or more to HBsAg-positive mothers annually LPHA must ensure that 90% of babies receive post-vaccination serology by 15 months of age. If LPHA's post-vaccination serology rate is lower than 90%, LPHA must increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
- c. LPHA must achieve VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
 - (1) Accounting for 95% of all vaccine inventory in ALERT IIS.
 - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter.
 - (3) Recording the receipt of vaccine inventory in ALERT IIS.
- d. LPHA must receive 95% of Primary Review Summary follow-up reports (Sections E-H) from schools and children's facilities within 21 days of the annual exclusion day. LPHA must follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.

Attachment 1
OREGON'S IMMUNIZATION BILLING STANDARDS

Standards for providing and billing for immunization services in Oregon's Local Public Health Authorities (LPHAs)

Purpose: To standardize and assist in improving immunization billing practice

Guiding Principles

A modern LPHA understands their actual costs of doing business and dedicates resources to assuring continued financially viable operations. As such:

1. LPHAs should continually assess immunization coverage in their respective communities, assure that vaccine is accessible to all across the lifespan, and bill appropriately for services provided by the LPHA.
2. LPHAs who serve insured individuals should work to develop and continuously improve immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, set up procedures to screen clients appropriately, and bill vaccine administration fees that reflect the actual cost of services).
3. Public and private health plans should reimburse LPHAs for the covered services of their members, with vaccine serum and administration fees reimbursed at 100% of actual costs.
4. Each LPHA is uniquely positioned to assess the appropriate implementation of these standards. For example, Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are obligated to follow a certain set of rules that may differ from these standards.
5. LPHAs that contract out some or all clinical immunization services should consider including these standards in their contracts as expectations of the contracted service provider.

Standards require that an LPHA that provides immunization services:

- Identify staff responsible for billing and contracting activities, dedicating at least a portion of one or more full-time equivalent (FTEs) positions to meet agency billing needs
- Determine vaccine administration fees based on the actual cost of service and document how fees were determined
- Charge the actual costs for vaccine administration fees for all clients and discount the fee(s) as needed by contract, rule, or internal policy approved by OIP
- Develop immunization billing policies and procedures that address:
 - Strategies to manage clients who require vaccines by state law, are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided (out of network or unaffordable cost sharing)
 - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
 - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for billable vaccine.”
 - Billing processes based on payor type (Medicaid/CCOs, private insurance, etc.), patient age, and vaccine eligibility
- With certain limited exceptions as published in vaccine eligibility charts, use no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients
- Identify and develop contracts or other appropriate agreements with relevant payors – including Coordinated Care Organizations (CCOs) to assure access to immunization services for insured members of the community
- Bill private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Conduct regular quality assurance measures to ensure costs related to LPHA’s immunization services are being covered
- Work to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provide Medicare Part B and/or Part D vaccines, as needed, and bill appropriately to cover the cost

Program Element #44: School-Based Health Centers (SBHC)**OHA Program Responsible for Program Element:**

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

- 1. Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver School-Based Health Centers (SBHC) Services. SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA's SBHC funding formula.

Many school-aged youth do not routinely access preventive health care services due to barriers such as insurance, cost, transportation and concerns around confidentiality. According to the 2019 Oregon Healthy Teens Survey, approximately 66% of 11th graders and 63% of 8th graders reported having not seen a doctor or nurse for a check-up in the last 12 months. SBHCs provide physical, mental and preventive health services to all students regardless of their ability to pay at an easily accessible location for students and families.

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

- 2. Definitions Specific to School-Based Health Centers.**

Biennium: June 1 to June 30 of the specified years as set forth on the first page of this Agreement.

School- Based Health Center ("SBHC"): has the meaning given the term in ORS 413.225

SBHC Standards for Certification: In order to be certified as a SBHC, a SBHC must meet all requirements for certification in the SBHC Standards for Certification. SBHC Standards for Certification are found at:

<http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Documents/SBHC%20Certification/SBHCstandardsforcertificationV4.pdf>

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
Compliance of SBHC Standards for Certification	X	X		X	*	X	X	X	X	X		
Planning Grant for SBHCs				*		X	X	X		X		
Mental Health Expansion Grants		X		X	*	X	X	X	X	X		

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

Communicable Disease Control – Gonorrhea rates; and
 Access to Clinical Preventive Services – Effective Contraceptive Use.

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

Not applicable

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

- a.** Funds provided under this Agreement for SBHC Services must only be used to support activities related to planning, oversight, maintenance, administration, operation, and delivery of services within one or more SBHC as required by OHA’s SBHC funding formula.
- b.** All SBHC Services must be delivered in accordance with OAR Chapter 333, Division 28, a copy of which is accessible on the Internet at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1243>
- c.** The SBHC Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and requirements in the areas of: Certification Process, Sponsoring Agency, Facility, Operations/Staffing, Comprehensive Pediatric Care, Data Collection/Reporting, and Billing.

- d. LPHA must provide oversight and technical assistance so that each SBHC in its jurisdiction meets SBHC Certification Requirements as set forth in OAR 333-028-0220.
- e. LPHA must assure to OHA that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the OHA's certification review cycle as set forth in OAR 333-028-0230.
- f. This Section 4.f. is applicable only to LPHA if LPHA has been selected to receive a SBHC Planning Grant from OHA. LPHA will be notified if the 2021 Oregon Legislative Assembly approves and appropriates funds for SBHC Planning Grants or if the OHA SBHC State Program Office (SPO) has other funds available for SBHC development.

An SBHC Planning Grant provides one-time funds to assist the LPHA in developing a strategic plan for implementing SBHC Services in the LPHA county jurisdiction. The following terms and conditions apply if the OHA selects a LPHA to receive a SBHC Planning Grant:

(1) Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan must have the SBHC sites open, operational and ready for certification before the end of the Biennium.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Planning grantees. In addition, each SBHC site may have at least two technical assistance visits by a SPO staff member.
- (c) LPHA must implement the OHA approved SBHC strategic plan and have the planned SBHC Services operational and ready for certification before the end of the Biennium. Sites must become certified by the last day of the Biennium to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent on legislatively adopted budgets.

(2) Advance Phase Strategic Planning

- (a) LPHA must create and implement a collaborative strategic plan in partnership with community agencies in order to develop, implement, and maintain SBHC Services to serve school-age children. This plan's target must have the SBHC sites operational and ready for certification within the first fiscal year of the award.
- (b) LPHA must participate in monthly technical assistance calls at times mutually agreed to between SPO and LPHA Advance Phase Planning grantee. In addition, each SBHC site may have at least one technical assistance visit by a SPO staff member.
- (c) LPHA must become certified within the first year of the award to be eligible to receive SBHC awards in accordance with the approved funding formula in effect, provided certification standards are maintained and contingent upon legislatively approved budgets.

- g. This Section 4.g. is only applicable to LPHA if LPHA is selected to receive a Mental Health Expansion Grant from OHA. LPHA will be notified if the 2021 Oregon Legislative Assembly approves and appropriates funds for SBHC Mental Health Expansion Grants.
- (1) Funds provided under this Agreement must be used to support mental health capacity within the SBHC system by:
 - (a) Adding mental health staff or expanding current mental health staff hours, with the ability to collect and report on mental health encounter visits; and/or
 - (b) Supporting mental health projects (as defined by grant proposal) within the SBHC system
 - (2) LPHA must provide services that are culturally and linguistically appropriate to their target population

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

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

6. **Reporting Requirements.**

- a. LPHA must submit client encounter data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification two times a year, no later than January 31 for the previous calendar year (July 1 – Dec 31) and no later than July 15 for the preceding service year (July 1 – June 30).
- b. LPHA must submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30). The current list of KPMs can be found at: <http://www.oregon.gov/oha/PH/HEALTHYPEOPLEFAMILIES/YOUTH/HEALTHSCHOOL/SCHOOLBASEDHEALTHCENTERS/Pages/data-requirements.aspx>
- c. LPHA must submit annual SBHC financial data via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the preceding service year (July 1-June 30).
- d. LPHA must submit annual hours of operation and staffing via the SPO’s online Operational Profile in the form acceptable to OHA no later than October 1 for the current service year.
- e. LPHA must submit completed annual patient satisfaction survey data no later than June 30.
- f. LPHA must complete the triennial School-Based Health Alliance SBHC Census Survey. Current SBHC Census Survey timeline and details can be found at <http://www.sbh4all.org/>
- g. If LPHA received a SBHC Planning Grant from OHA, LPHA must submit a copy of its SBHC strategic plan and proposed implementation budget to OHA for approval. OHA will supply the due date and required format for the reports.

- h.** If LPHA received a Mental Health Expansion Grant from OHA, LPHA must track data related to mental health encounters as outlined in the SBHC Standards for Certification.
- i.** If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in an evaluation for their support project in collaboration with the SPO.
- j.** If LPHA received a Mental Health Expansion Grant from OHA, LPHA must participate in check-in meetings (via phone or email) with the SPO and submit 3 mid-project reports and a final project report. OHA will work with the LPHA to schedule calls and supply the due date and required format for the reports

7. Performance Measures.

LPHA must submit annual SBHC KPM data in a form acceptable to OHA and in accordance with the SBHC Standards for Certification no later than October 1 for the preceding service year (July 1 –June 30).

Program Element # 46: Reproductive Health**OHA Program Responsible for Program Element:**

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

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

Funds provided through this Program Element supports LPHA's efforts toward ensuring community-wide partnerships and assurance of access to culturally responsive, high-quality, and evidence-based reproductive health services.

This Program Element uses a systems approach to ensure that LPHA lead efforts to develop a community-based approach to ensuring that equitable access to reproductive health services is available – leveraging partnerships with community organizations and other service providers to assist in meeting the need.

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

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

- 2. Definitions Specific to Reproductive Health.** Not applicable.
- 3. Program with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

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

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Population Health Direct services	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>							
Develop and maintain strategic partnerships with shared accountability driving collective impact to support public health goals related to reproductive health				*		X	X	X	X			
In collaboration with community partners, identify barriers to access and gaps in reproductive health services		X		*		X	X	X				
In collaboration with community partners, develop and implement strategic plans to address these gaps and barriers to access to reproductive health services		X		*		X	X			X	X	
In collaboration with community partners, evaluate the impact of the strategic plan (developed in Program Component 3).		X		*		X	X	X	X			

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

Effective Contraceptive Use

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

Effective Contraceptive Use

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a. LPHA must deliver all reproductive health (“RH”) services supported in whole or in part with funds provided under this Agreement in compliance with ORS 431.145 and ORS 435.205 which defines the responsibility of LPHA to ensure access to clinical preventive services including family planning.
 - b. LPHA must develop and engage in activities as described in its Local Program Plan as follows:
 - (1) The Local Program Plan must be developed using the guidance provided in Attachment 1, Local Program Plan Guidance, incorporated herein with this reference.
 - (2) The Local Program Plan must address the Program Components as defined in Section 3 of this Program Element and described further in Attachment 1, that meet the needs of their specific community
 - (3) The Local Program Plan must include activities that address community need and readiness and are reasonable based upon funds approved in the OHA approved local program budget.
 - (4) The Local Program Plan must outline how LPHA intends to ensure access to comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving those with limited resources and experiencing health disparities.
 - (5) The Local Program Plan must be submitted to OHA by June 15 of each year for OHA approval.
 - (6) OHA will review and approve all Local Program Plans to ensure that they meet statutory and funding requirements relating to assurance of access to reproductive health services.
 - c. LPHA must use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. LPHA must complete and submit its local program budget for PE 46 funds, by June 15 of each year for OHA approval, using the Local Program Budget Template and as set forth in Attachment 2, incorporated herein with this reference. Modification to the approved local program budget may only be made with OHA approval.

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

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

6. **Reporting Requirements.**

LPHA must provide progress reports as included in the OHA approved local program plan.

7. **Performance Measures.**

LPHA must operate the RH program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure:

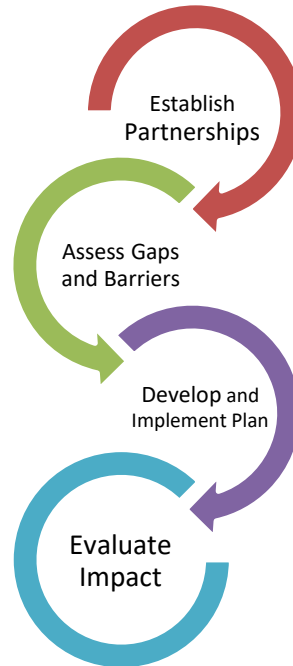
Effective Contraceptive Use.

**Attachment 1
 Reproductive Health Program – FY 22 Local Program Plan Guidance
 Community Partnerships and Assurance of Access to
 Reproductive Health Services**

Overarching Goal: Ensure regional access to comprehensive, culturally responsive and high-quality, evidence-based reproductive health services with a focus on serving individuals with limited resources and experiencing health disparities.

Instructions

LPHA should determine where their agency best fits on the continuum of program components identified to meet the overarching goal. LPHA should identify at least one objective and associated activities to support work at that stage, with the goal of eventually moving to the next component on the continuum. LPHAs should collaborate with community partners, and consider including community members experiencing health disparities, within each program component.



Partnerships with other health care providers and/or reproductive health care agencies is highly encouraged. In addition, consider developing partnerships outside the health care sector. This may include local governmental, private, or non-profit agencies focused on culture, education, criminal justice, housing, social justice, sexual/domestic violence, workforce development, and/or parenting, to name a few. Consider other local task forces or advisory groups focused on improving quality of life/health disparities/inequities for the populations you are trying to serve. Think about inviting and engaging community members, the populations you are trying to serve, to be partners.

It is understood that the work may not necessarily be linear but may identify the need to circle back to an earlier step, such as the need to bring in additional partners.

<p>Program Component 1: Develop and maintain strategic partnerships with shared accountability to drive a collective impact to support public health goals related to reproductive health (RH).</p>
<p>Objective 1A: Convene on-going partnership meetings focused on assuring access to RH services, minimizing gaps and barriers, and/or improving the quality of reproductive health services within your community.</p>
<p>Objective 1B: Create your own objective related to developing strategic partnerships, with shared accountability, to drive a collective impact in support of public health goals related to RH.</p>
<p>Suggested Activities: Create partnership agreements with community providers/organizations identifying roles and areas of collaboration; host or co-host community forums/outreach events; establish coalition with regular meetings; create charter and/or workplan.</p>

Program Component 2: In collaboration with community partners, identify barriers to access and gaps in RH services

Objective 2A: Conduct local assessment(s) of access to culturally responsive, high-quality, evidence-based RH services to identify barriers to access and gaps in services.

Objective 2B: Evaluate the impact of local policies, interventions, and programs on access to culturally responsive, high-quality, evidenced-based RH services and associated barriers and gaps.

Objective 2C: Following assessment and/or evaluation, share data, summaries and reports, following assessment and/or evaluation, with community members, partners, policy makers, and others.

Objective 2D: Create your own objective to identify barriers to access and gaps in RH services.

Suggested Activities: Conduct survey or focus groups; interview key stakeholders and/or consumers; present findings and other data to community partners, members, and decision-makers; review regional policies and evaluate effectiveness in addressing gaps or barriers in access; share data/results through community meetings, written reports, and/or online resources.

Program Component 3: In collaboration with community partners, develop and implement strategic plans to address gaps and barriers to accessing RH services

Objective 3A: Develop a plan for improving access to RH services, addressing how to reduce or eliminate health disparities.

Objective 3B: Specifically engage communities experiencing health disparities so they can actively participate in planning to address their needs.

Objective 3C: Implement plan for improved access to RH services.

Objective 3D: Assure that community members are aware of RH providers within the community through multiple communication channels.

Objective 3E: Create your own objective to develop and implement strategic plans to address gaps and barriers to accessing RH services.

Suggested Activities: Host community listening and planning sessions to create a strategic plan; collaboratively develop and implement strategic outreach/marketing plan; develop online or print materials with information about RH providers within the community; develop evaluation plan or process; utilize evaluation findings to make system improvements; hold a forum; create a website.

Program Component 4: In collaboration with community partners, evaluate the impact of your strategic plan (developed in Program Component 3)

Objective 4A: With community partners, evaluate previously implemented plan to improve access to RH services.

Objective 4B: Consult with the OHA's Reproductiv Health Program to determine evaluation process.

Objective 4C: Determine your own evaluation process.

Suggested Activities: Evaluate impact of community coalitions; evaluate existing resources and tools.

Attachment 2

Local Program Budget Template

OREGON HEALTH AUTHORITY		Fiscal Year:	
Program Element #46			
Reproductive Health Program			
EMAIL TO: RH.program@state.or.us			
Sub Recipient Organization Name:			
Budget period From:		To:	
Budget			
Categories	OHA/PHD	Non-OHA/PHD	Total Budget
Salaries			\$ -
Benefits			\$ -
Personal Services (Salaries and Benefits)	\$ -	\$ -	\$ -
Professional Services/Contracts			\$ -
Travel			\$ -
Supplies			\$ -
Facilities			\$ -
Telecommunications			\$ -
Catering/Food			\$ -
Other			\$ -
Total Services and Supplies	\$ -	\$ -	\$ -
Capital Outlay			\$ -
Indirect: Rate (%): _____			\$ -
TOTAL Budget	\$ -	\$ -	\$ -
Prepared by (print name)			
Email			Telephone

Program Element #50: Safe Drinking Water Program**OHA Program Responsible for Program Element:**

Public Health Division/Center for Health Protection/Environmental Public Health Section

1. Description.

Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to ensure safe drinking water.

The purpose of the Safe Drinking Water Program is to provide services to public water systems that result in reduced health risk and increased compliance with drinking water monitoring and Maximum Contaminant Level (MCL) requirements. The Safe Drinking Water Program reduces the incidence and risk of waterborne disease and exposure of the public to hazardous substances potentially present in drinking water supplies. Services provided through the Safe Drinking Water Program include investigation of occurrences of waterborne illness, drinking water contamination events, response to emergencies, water quality alerts, technical and regulatory assistance, inspection of water system facilities, and follow up of identified deficiencies. Safe Drinking Water Program requirements also include reporting of data to OHA, Public Health Division, Drinking Water Services (DWS) which is necessary for program management and to meet federal Environmental Protection Agency (EPA) Safe Drinking Water Act program requirements.

- a. Funds provided under this Agreement are intended to enable LPHAs and the Department of Agriculture (hereafter referred to as “Partners” to assume primary responsibility for the quality of drinking water provided by most of the public water systems located within Partners’ jurisdiction. None of the LPHAs perform work on behalf of the Department of Agriculture, nor does the Department of Agriculture perform work on behalf of the LPHAs. The Partners’ activities and deliverables, therefore, described in this Program Element are obligations solely of the LPHA. The use of “Partners” herein is meant to state that the Oregon Department of Agriculture also performs similar work for DWS but does so under separate arrangements.
- b. The work described herein is designed to meet the following EPA National Drinking Water Objective as follows:

“91% of the population served by Community Water Systems will receive water that meets all applicable health-based drinking water standards during the year; and 90% of the Community Water Systems will provide water that meets all applicable health-based drinking water standards during the year.”

Public drinking water systems addressed in this Program Element Description include Community Water Systems, Non-Transient Non-Community Water Systems (NTNC), and Transient Non-Community Water Systems (TNC), serving 3,300 or fewer people and using Groundwater sources only, or purchased surface water, and those activities specifically listed for Non-EPA Water Systems using Groundwater sources only.

- c. Partners are responsible for public water systems that purchase their water from other public water suppliers when the purchasing systems serve 3,300 or fewer people.

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

2. Definitions Specific to Safe Drinking Water Program

- a. **Community Water System:** A public water system that has 15 or more service connections used by year-round residents, or that regularly serves 25 or more year-round residents.
- b. **Contact Report:** A form provided by DWS to Partners to document contact with water systems.
- c. **Coliform Investigation:** An evaluation to identify the possible presence of sanitary defects, defects in distribution system coliform monitoring practices, and the likely reason that the Coliform Investigation was triggered at the public water system.
- d. **Drinking Water Services (DWS):** DWS is a program within OHA that administers and enforces state and federal safe drinking water quality standards for 3,600 public water systems in the state of Oregon. DWS prevents contamination of public drinking water systems by protecting drinking water sources; assuring that public water systems meet standards for design, construction, and operation; inspecting public water systems and assuring that identified deficiencies are corrected; providing technical assistance to public water suppliers; providing financial assistance to construct safe drinking water infrastructure; and certifying and training water system operators.
- e. **Groundwater:** Any water, except capillary moisture, beneath the land surface or beneath the bed of any stream, lake, reservoir or other body of surface water within the boundaries of this state, whatever may be the geologic formation or structure in which such water stands, flows, percolates, or otherwise moves.
- f. **Level 1 Coliform Investigation:** An investigation conducted by the water system or a representative thereof. Minimum elements of the investigation include review and identification of atypical events that could affect distributed water quality or indicate that distributed water quality was impaired; changes in distribution system maintenance and operation that could affect distributed water quality (including water storage); source and treatment considerations that bear on distributed water quality, where appropriate (for example, whether a Groundwater system is disinfected); existing water quality monitoring data; and inadequacies in sample sites, sampling protocol, and sample processing. Partners review sanitary defects identified and approves corrective action schedules.
- g. **Level 2 Coliform Investigation:** An investigation conducted by Partners and is a more detailed and comprehensive examination of a water system (including the system's monitoring and operational practices) than a Level 1 Coliform Investigation. Minimum elements include those that are part of a level 1 investigation and additional review of available information, internal and external resources, and other relevant practices. Sanitary defects are identified and a schedule for correction is established.
- h. **Maximum Contaminant Level (MCL) Violation:** MCL violations occur when a public water system's water quality test results demonstrate a level of a contaminant that is greater than the established Maximum Contaminant Level.
- i. **Monitoring or Reporting (M/R) Violation:** Monitoring or Reporting violations occur when a public water system fails to take any routine samples for a particular contaminant or report any treatment performance data during a compliance period, or fails to take any repeat samples following a coliform positive routine or where the public water system has failed to report the results of analyses to DWS for a compliance period.
- j. **Non-EPA Water System:** A public water system serving 4-14 connections or 10-24 people during at least 60 days per year.

- k. **Bib-Transient Non-Community Water System (NTNC):** A public water system that is not a Community Water System and that regularly serves at least 25 of the same persons over 6 months per year.
- l. **OHA:** Oregon Health Authority
- m. **Partners:** A Local Public Health Authority (LPHA) and the Oregon Department of Agriculture who are under contract to provide regulatory oversight of designated water systems on behalf of Oregon Health Authority Drinking Water Services.
- n. **Priority Deficiencies:** Deficiencies identified during water system sanitary survey that have a direct threat pathway to contamination or inability to verify adequate treatment. Deficiencies include:
 - Well: Sanitary seal or casing not watertight
 - Well: No screen on existing well vent
 - Spring: No screen on overflow
 - Spring: Spring box not impervious durable material
 - Spring: Access hatch / entry not watertight
 - Storage: No screened vent
 - Storage: Roof and access hatch not watertight
 - Storage: No flap valve, screen, or equivalent on overflow
 - Treatment (UV): No intensity sensor with alarm or shut-off
- o. **Priority Non-Complier (PNC):** Water systems with system scores of 11 points or more.
- p. **Professional Engineer (PE):** A person currently registered as a Professional Engineer by the Oregon State Board of Examiners for Engineering and Land Surveying.
- q. **Registered Environmental Health Specialist (REHS):** A person currently registered as an Environmental Health Specialist by the Oregon Environmental Health Registration Board.
- r. **Regulated Contaminants:** Drinking water contaminants for which Maximum Contaminant Levels, Action Levels, or Water Treatment Performance standards have been established under Oregon Administrative Rule (OAR) 333-061.
- s. **Safe Drinking Water Information System (SDWIS):** USEPA's computerized safe drinking water information system database used by DWS.
- t. **System Score:** A point-based value developed by USEPA, based on unaddressed violations for monitoring periods ending within the last five years, for assessing a water system's level of compliance.
- u. **Transient Non-Community Water Systems (TNC):** A public water system that serves a transient population of 25 or more persons.
- v. **USEPA or EPA:** United States Environmental Protection Agency.
- w. **Water Quality Alert:** A report generated by the SDWIS data system containing one or more water quality sample results from a public water system that exceed the MCL for inorganic, disinfection byproducts, or radiological contaminants, detection of any volatile or synthetic organic chemicals, exceeds one-half of the MCL for nitrate, any excursion minimum water quality parameters for corrosion control treatment, any positive detection of a microbiological contaminant, or any exceedance of lead or copper action levels.

- x. **Water System Survey:** An on-site review of the water source(s), facilities, equipment, operation, maintenance and monitoring compliance of a public water system to evaluate the adequacy of the water system, its sources and operations in the distribution of safe drinking water. Significant deficiencies are identified and a schedule for correction is established.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
Emergency Response	X		*					X			X	X
Investigation of Water Quality Alerts	X		*						X			
Independent Enforcement Actions	X		*			X						
Technical Regulatory Assistance	X		*				X					X
Water System Surveys	X		*			X						
Resolution of Priority Non-compliers (PNC)	X		*			X						
Water System Survey Significant Deficiency Follow-ups	X		*			X						
Enforcement Action Tracking and Follow-up	X		*			X						

Program Components	Foundational Program				Foundational Capabilities							
Resolution of Monitoring and Reporting Violations	X		*			X						
Inventory and Documentation of New Water Systems	X		*			X						

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Percent of Community Water Systems that meet health-based standards

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

- (1) **Water system surveys completed.** Calculation: number of surveys completed divided by the number of surveys required.
- (2) **Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
- (3) **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.

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

a. **General Requirements.** Partners must prioritize all work according to the relative health risk involved and according to system classification with Community Water Systems receiving the highest priority. All services supported in whole or in part with funds provided to Partners under this Agreement for this Program Element must be delivered in accordance with the following procedural and operational requirements:

b. **Required Services:**

- (1) **Emergency Response:** Partners must develop, maintain, and carry out a response plan for public water system emergencies, including disease outbreaks, spills, operational failures, and water system contamination. Partners must notify DWS in a timely manner of emergencies that may affect drinking water supplies.
- (2) **Independent Enforcement Actions:** Partners must take independent enforcement actions against licensed facilities that are also public water systems as covered under the following OARs: 333-029, 333-030, 333-031, 333-039, 333-060, 333-062, 333-150, 333-162, and 333-170. Partners must report independent enforcement actions taken and water system status to DWS using the documentation and reporting requirements specified in this Agreement.
- (3) **Computerized Drinking Water System Data Base:** Partners must maintain access via computer to DWS’s Data On-line website. Access via computer to DWS’s Data On-line is considered essential to carry out the program effectively. Partners must make timely changes to DWS’s SDWIS computer database inventory records of public water systems to keep DWS’s records current.

- (4) Technical and Regulatory Assistance: Partners must provide technical and regulatory assistance in response to requests from water system operators for information on and interpretation of regulatory requirements. Partners must respond to water system complaints received as appropriate or as requested by DWS.
- (5) Investigation of Water Quality Alerts: Partners must investigate all water quality alerts for detections of regulated contaminants at community, NTNC, TNC, and non-EPA water systems.
 - (a) Immediately following acute MCL alerts (E.coli, Nitrate, and Arsenic), Partners must consult with and provide advice to the water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 2 business day of the alert date.
 - (b) For all other alerts, Partners must promptly consult with and provide advice to the subject water system operator on appropriate actions to ensure that follow-up sampling is completed, applicable public notices are distributed, and that appropriate corrective actions are initiated. Partners must submit a Contact Report to DWS within 6 business days of the alert date.
- (6) Conduct Level 2 Coliform Investigations: After a Level 2 investigation is triggered by DWS, Partners must conduct a water system site visit (or equivalent), complete the Level 2 Investigation form and must submit it to DWS within 30 days of the triggered investigation date.
- (7) Water System Surveys: Partners must conduct a survey of each CWS within Partners' jurisdiction every three years, or as otherwise scheduled by DWS, and conduct a survey of each NTNC and TNC water system within Partners' jurisdiction every five years or as otherwise scheduled by DWS. Surveys must be completed on forms provided by DWS using the guidance in the Water System Survey Reference Manual and using the cover letter template provided by DWS. Cover letter and survey forms must be submitted to DWS and water systems within 45 days from site visit completion.
- (8) Resolution of Priority Non-compliers (PNC): Partners must review PNC status of all water systems at least monthly and must contact and provide assistance to community, NTNC, and TNC water systems that are priority non-compliers (PNCs) as follows:
 - (a) Partners must review all PNCs at three months after being designated as a PNC to determine if the water system can be returned to compliance within three more months.
 - (b) If the water system can be returned to compliance within three more months, Partners must send a notice letter to the owner/operator (copy to DWS) with a compliance schedule listing corrective actions required and a deadline for each action. Partners must follow up to ensure corrective actions are implemented.
 - (c) If it is determined the water system cannot be returned to compliance within six months or has failed to complete corrective actions in (b) above, Partners must prepare and submit to DWS a written request for a formal enforcement action, including Partners' evaluation of the reasons for noncompliance by the water supplier. The request must include the current owner's name and address, a compliance schedule listing corrective actions required, and a deadline for each action. Partners must distribute a copy of the enforcement request to the person(s) responsible for the subject water system's operation.

- (9) Level 1 Coliform Investigation Review: After a Level 1 investigation is triggered by DWS, Partners must contact the water system and inform them of the requirements to conduct the investigation. Upon completion of the investigation by the water system, Partners must review it for completeness, concur with proposed schedule, and submit the completed form to DWS within 30 days of triggered investigation date.
- (10) Water System Survey Significant Deficiency Follow-ups: Partners must follow-up on significant deficiencies and rule violations in surveys on community, NTNC, and TNC water systems. Deficiencies include those currently defined in the DWS-Drinking Water Program publication titled Water System Survey Reference Manual (March 2016).
- (a) After deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction.
 - (b) If any deficiencies are not corrected by the specified timeline, Partners must follow up with a failure to take corrective action letter.
 - (c) For priority deficiencies, Partners must ensure that the deficiencies are corrected by the specified timeline or are on an approved corrective action plan. Partners must submit the approved corrective action plan to DWS within 30 days of approval. After the deficiencies are corrected, Partners must prepare a list of the deficiencies and the dates of correction and submit to DWS within 30 days of correction. If priority deficiencies are not corrected by the specified timeline, Partners must ensure the water system carries out public notice, and refer to DWS for formal enforcement.
- (11) Enforcement Action Tracking and Follow-up: For both EPA and non-EPA systems, after DWS issues an enforcement action, Partners must monitor the corrective action schedule and verify completion of each corrective action by the water supplier. Partners must document all contacts and verifications and submit documentation to the DWS. Partners must document any failure by the water supplier to meet any correction date and notify the DWS within 30 days. Partners must notify DWS when all corrections are complete and submit the notice within 30 days.
- (12) Resolution of Monitoring and Reporting Violations:
- (a) Partners must contact and provide assistance at community, NTNC, and TNC water systems to resolve (return to compliance) non auto-RTC violations for bacteriological, chemical, and radiological monitoring. Violation responses must be prioritized according to water system's classification, system score, and violation severity.
 - (b) Partners must contact the water supplier, determine the reasons for the noncompliance, consult with and provide advice to the subject water system operator on appropriate actions to ensure that violations are corrected in a timely manner.
 - (c) Partners must submit Contact Reports to DWS regarding follow-up actions to assist system in resolving (returning to compliance) the violations.
- (13) Inventory and Documentation of New Water Systems: Partners must inventory existing water systems that are not in the DWS inventory as they are discovered, including non-EPA systems, using the forms designated by DWS. Partners must provide the documentation to DWS within 60 days of identification of a new or un-inventoried water system. Alternatively, Partners may perform a water system survey to collect the required inventory information, rather than submitting the forms designated by DWS.

(14) Summary of Required Services Based on Water System Type

	CWS	NTNC	TNC	Non-EPA
Independent Enforcement Actions	X	X	X	
Computerized Drinking Water System Data Base	X	X	X	X
Technical and Regulatory Assistance	X	X	X	X
Investigation of Water Quality Alerts	X	X	X	X
Conduct Level 2 Coliform Investigations	X	X	X	X*
Water System Surveys	X	X	X	
Resolution of Priority Non-compliers (PNC)	X	X	X	
Level 1 Coliform Investigation Review	X	X	X	
Water System Survey Significant Deficiency Follow-ups	X	X	X	
Enforcement Action Tracking and Follow-up	X	X	X	X*
Resolution of Monitoring and Reporting Violations	X	X	X	
Inventory and Documentation of New Water Systems	X	X	X	X

*E.coli only

c. Staffing Requirements and Qualifications.

- (1) Partners must develop and maintain staff expertise necessary to carry out the services described herein.
- (2) Partner staff must maintain and assimilate program and technical information provided by DWS, attend drinking water training events provided by DWS, and maintain access to information sources as necessary to maintain and improve staff expertise.
- (3) Partners must hire or contract with personnel registered as Environmental Health Specialists or Professional Engineers with experience in environmental health to carry out the services described herein.

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

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

6. Reporting Requirements.

- a. Documentation of Field Activities and Water System Contacts.** Partners must prepare and maintain adequate documentation written to meet a professional standard of field activities and water system contacts as required to:
- (1) Maintain accurate and current public water system inventory information.
 - (2) Support formal enforcement actions.
 - (3) Describe current regulatory status of water systems.
 - (4) Guide and plan program activities.
- b. Minimum Standard for Documentation.** Partners must, at a minimum, prepare and maintain the following required documentation on forms supplied by DWS:
- (1) Water system surveys, cover letters, and significant deficiencies: must be submitted on DWS forms to DWS and water system within 45 days of site visit completion.
 - (2) Level 1 and Level 2 Coliform Investigation forms: must submit on DWS forms to DWS within 30 days of investigation trigger.
 - (3) Water system Inventory, entry structure diagram, and source information updates: must submit on DWS forms to DWS within 6 business days of completion.
 - (4) Field and office contacts in response to complaints, PNCs, violations, enforcement actions, regulatory assistance, requests for regulatory information: must submit Contact Reports to DWS within 2 business day of alert generation for MCL alerts, and 6 business days for all other alerts and contact made with water systems.
 - (5) Field and office contacts in response to water quality alerts: for acute MCL alerts (E.coli, Nitrate, and Arsenic), must submit Contact Reports to DWS within 2 business days of alert; for all other water quality alerts, must submit to DWS within 6 business days of alert.
 - (6) Waterborne illness reports and investigations: must submit Contact Report to DWS within 2 business day of conclusion of investigation.
 - (7) All correspondence with public water systems under Partners' jurisdiction and DWS: submit Contact Reports within 6 business days of correspondence to DWS.
 - (8) Documentation regarding reports and investigations of spills and other emergencies affecting or potentially affecting water systems: must submit Contact Reports to DWS within 2 business days.
 - (9) Copies of public notices received from water systems: must submit to DWS within 6 business days of receipt.
- c. DWS Audits.** Partners must give DWS free access to all Partner records and documentation pertinent to this Agreement for the purpose of DWS audits.

7. **Performance Measures.** Partners must operate the Safe Drinking Water Program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measure: Percent of Community Water Systems that meet health-based standards.
- DWS will also use these three performance measures to evaluate Partners' performance as follows:
- a. **Water system surveys completed.** Calculation: number of surveys completed divided by the number of surveys required per year.
 - b. **Alert responses.** Calculation: number of alerts responded to divided by the number of alerts generated.
 - c. **Resolution of PNCs.** Calculation: number of PNCs resolved divided by the total number of PNCs.
8. **Responsibilities of DWS.** The intent of this Program Element description and associated funding award is to enable Partners to independently conduct an effective local drinking water program. DWS recognizes its role to provide assistance and program support to Partners to foster uniformity of statewide services. In support of local program services, DWS agrees to provide the following services to Partners:
- a. Distribute drinking water program and technical information on a monthly basis to Partners.
 - b. Sponsor at least one annual 8-hour workshop for Partner drinking water program staff at a central location and date to be determined by DWS. DWS will provide workshop registration, on-site lodging, meals, and arrange for continuing education unit (CEU) credits. Partners are responsible for travel expenses for Partner staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - c. Sponsor at least one regional 4-hour workshop to supplement the annual workshop. DWS will provide training materials and meeting rooms. Partners are responsible for travel expenses for its staff to attend. Alternatively, at the discretion of the DWS, the workshop may be web-based.
 - d. Provide Partners with the following information:
 - (1) Immediate Email Notification: Alert data, plan review correspondence
 - (2) Monthly Email Notification: Violations, system scores, PNCs
Continuously: Via Data On-line listings of PNCs, individual water system inventory and water quality data, compliance schedules, and individual responses for request of technical assistance from Partners.
 - (3) Immediate Phone Communication: In circumstances when the DWS technical contact assigned to a Partner cannot be reached, DWS will provide immediate technical assistance via the Portland phone duty line at 971-673-0405.
 - e. Support electronic communications and data transfer between DWS and Partner to reduce time delays, mailing costs, and generation of hard copy reports.
 - f. Maintain sufficient technical staff capacity to assist Partner staff with unusual drinking water problems that require either more staff than is available to Partners for a short time period, such as a major emergency, or problems whose technical nature or complexity exceed the capability of Partner staff.
 - g. Refer to Partners all routine inquiries or requests for assistance received from public water system operators for which Partners are responsible.
 - h. Prepare formal enforcement actions against public water systems in the subject County, except for licensed facilities, according to the priorities contained in the current State/EPA agreement.
 - i. Prepare other actions against water systems as requested by Partners in accordance with the Oregon Administrative Rules Oregon Health Authority, Public Health Division Chapter 333 Division 61.

Program Element #51: Public Health Modernization: Leadership, Governance and Program Implementation

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director/Policy and Partnerships Unit

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Public Health Modernization: Leadership, Governance and Program Implementation.

Section 1: LPHA Leadership, Governance and Program Implementation

- a. **Establish leadership and governance to plan for full implementation of public health modernization.** Develop business models for the effective and efficient delivery of public health services, develop and/or enhance partnerships to build a sustainable public health system, and implement workforce and leadership development initiatives.
- b. **Implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.** Implement local strategies to control communicable disease. Place emphasis on reducing communicable disease-related disparities.

Section 2: Regional Partnership Implementation

- a. **Establish and maintain a Regional Partnership of local public health authorities (LPHAs) and other stakeholders.** Develop and sustain Regional Infrastructure through a Regional Partnership of LPHAs and other stakeholders.
- b. **Implement regional strategies to control communicable disease and reduce health disparities.** Implement regional strategies to control communicable disease within the region. Place emphasis on reducing communicable disease-related disparities.
- c. **Demonstrate Regional approaches for providing public health services.** Plan and develop business models that support regional infrastructure, share emerging practices and demonstrate how these practices can be applied across the public health system.

The 2016 public health modernization assessment³⁷ showed that health equity and cultural responsiveness is the least implemented foundational capability across Oregon's public health system, and that one in four people live in an area in which communicable disease control programs are limited or minimal.

Each LPHA is eligible to receive funding under two sections. LPHAs funded under **Section 1: LPHA Leadership, Governance, and Program Implementation** must use funds provided through this Program Element to plan for full implementation of public health modernization and to implement strategies to improve local infrastructure to control communicable disease and reduce health disparities.

LPHAs funded as Fiscal Agents for Regional Partnerships under **Section 2: Regional Partnership Implementation** must use funds provided through this Program Element to establish and maintain a regional approach for communicable disease control that is tailored to a specific communicable disease risk within the region. LPHA must place emphasis on identifying and reducing communicable disease-related disparities. LPHA must demonstrate models for Regional Infrastructure that are scalable in other areas of the state or for other public health programs.

³⁷ 2016. Oregon Health Authority. State of Oregon Public Health Modernization Assessment Report. Available at www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/PHModernizationFullDetailedReport.pdf.

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

2. Definitions Specific to Public Health Modernization

- a. **Foundational Capabilities.** The knowledge, skills and abilities needed to successfully implement Foundational Programs.
- b. **Foundational Programs.** The public health system's core work for communicable disease control, prevention and health promotion, environmental health, and assuring access to clinical preventive services.
- c. **Public Health Accountability Outcome Metrics.** A set of data used to monitor statewide progress toward population health goals.
- d. **Public health accountability process measures.** A set of data used to monitor local progress toward implementing public health strategies that are necessary for meeting Public Health Accountability Outcome Metrics.
- e. **Public Health Modernization Manual (PHMM).** A document that provides detailed definitions for each Foundational Capability and program for governmental public health, as identified in ORS 431.131-431.145. The Public Health Modernization Manual is available at: http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf.
- f. **Regional Partnership.** A group of two or more LPHAs and at least one other organization that is not an LPHA that is convened for the purpose of implementing strategies for communicable disease control and reducing health disparities.
- g. **Regional Infrastructure.** The formal relationships established between LPHAs and other organizations to implement strategies under this funding.
- h. **Regional Governance.** The processes and tools put in place for decision-making, resource allocation, communication and monitoring of the Regional Partnership.

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

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

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
Asterisk (*) = Primary foundational program that aligns with each component					X = Foundational capabilities that align with each component						
X = Other applicable foundational programs											
Use Leadership and Governance to plan for full implementation of public health modernization (Section 1)	*				X	X	X	X	X	X	X
Implement strategies for local communicable disease and health equity infrastructure (Section 1)	*					X	X	X		X	X
Establish and maintain a Regional Partnership (Section 2)	*				X		X		X		
Implement communicable disease control strategies (Section 2)	*					X	X	X	X	X	X
Demonstrate new approaches for providing public health services (Section 2)	*				X		X		X		X

b. Public Health Accountability Outcome Metrics:

The 2017-2019 public health accountability metrics adopted by the Public Health Advisory Board for communicable disease control are:

- Two-year old immunization rates
- Gonorrhea rates

LPHA is not required to select two-year old immunization rates or gonorrhea rates as areas of focus for funds made available through this Program Element. LPHA is not precluded from

using funds to address other high priority communicable disease risks based on local epidemiology and need.

c. Public Health Accountability Process Measure:

The 2017-19 public health accountability process measures adopted by the Public Health Advisory Board for communicable disease control are listed below. LPHA must select a high priority communicable disease risk based on local epidemiology and need. The following process measures may not be relevant to all LPHAs.

- Percent of Vaccines for Children clinics that participate in the Assessment, Feedback, Incentives and eXchange (AFIX) program
- Percent of gonorrhea cases that had at least one contact that received treatment
- Percent of gonorrhea case reports with complete “priority” fields

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

Requirements that apply to Section 1 and Section 2 funding:

- a. Implement activities in accordance with this Program Element.
- b. Engage in activities as described in its Section 1 and/or Section 2 work plan, once approved by OHA and incorporated herein with this reference. See Attachment 1 for work plan requirements for Section 1.
- c. Use funds for this Program Element in accordance with its Section 1 and/or Section 2 Program Budget, once approved by OHA and incorporated herein with this reference. Modification to the Section 1 and/or Section 2 Program Budget of 10% or more for any line item may only be made with OHA approval.
- d. Ensure the LPHA and/or Regional Partnership is staffed at the appropriate level to address all requirements in this Program Element and to fulfill Section 1 and/or Section 2 work plan objectives, strategies and activities.
- e. Implement and use a performance management system to monitor achievement of Section 1 and/or Section 2 work plan objectives, strategies, activities, deliverables and outcomes.
- f. Participate in calls with OHA to discuss progress toward work plan activities, deliverables and milestones.
 - (1) Section 1: Calls scheduled on an as-needed basis.
 - (2) Section 2: Calls scheduled quarterly.
- g. Ensure LPHA administrator, LPHA staff, and/or other partner participation in shared learning opportunities or communities of practice focused on governance and public health system-wide planning and change initiatives, in the manner prescribed by OHA. This includes sharing work products with OHA and other LPHAs and may include public posting.
- h. Participate in evaluation of public health modernization implementation in the manner prescribed by OHA.

Requirements that apply to Section 1: LPHA Leadership, Governance and Program Implementation

- i. Implement strategies for Leadership and Governance, Health Equity and Cultural Responsiveness, and Communicable Disease Control, as described in Attachment 1 of this Program Element.

Requirements that apply to Section 2: Regional Partnership Implementation

- j. Develop Regional Infrastructure through formation and maintenance of a Regional Partnership of LPHA and other partners.
 - (1) Use a formal Regional Governance structure that includes the Fiscal Agent, other participating LPHAs and non-LPHA partners for decision-making, resource allocation and implementation of OHA-approved regional work plan.
 - (2) Ensure funding is used to support Regional Partnership goals as well as meet the needs of all participating LPHA and partners.
 - (3) Engage with appropriate governing entities to develop business models that support regional infrastructure.
- k. Implement regional strategies to address a specific communicable disease risk for the region with an emphasis on reducing communicable disease-related health disparities.
 - (1) Engage local and/or regional organizations as strategic partners to control communicable disease transmission.
 - (2) Develop and implement a regional system for identification and control of communicable disease with strategic partners.
 - (3) Use established best practices whenever possible.
 - (4) Develop and/or enhance partnerships with Regional Health Equity Coalitions, federally recognized Tribes, local and regional community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
 - (5) Work directly with communities to co-create strategies to control communicable disease transmission. Ensure that health interventions are culturally responsive.
 - (6) Communicate to the general public and/or at-risk populations about communicable disease risks.
 - (7) Provide regional training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
 - (8) Develop and implement a regional system for communications with strategic partners about disease transmission.
 - (9) Demonstrate capacity to routinely evaluate regional communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
 - (10) Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats.
 - (11) Complete an assessment of the region's capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years.

- (12) Complete and implement an action plan that addresses key findings from the regional health equity assessment.

5. **General Budget and Expense Reporting.** LPHAs funded under Section 1 and/or Section 2 must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

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

6. **Reporting Requirements.**

- a. Have on file with OHA an approved Section 1 and/or Section 2 Work Plan and Budget using the format prescribed by OHA no later than 60 days after OHA notifies LPHA of anticipated funding allocation for the biennium.
- b. Submit Section 1 and/or Section 2 Work Plan progress reports using the timeline and format prescribed by OHA.
- c. Submit to OHA the following deliverables, in the timeframe specified:
 - (1) For Section 2, A minimum of one new policy (e.g., Memorandum of Understanding, Joint Agreement, County Resolution) describing the Regional Partnership by March 31, 2021.
 - (2) If Regional Health Equity assessment and Action Plan have not been submitted to OHA within the past five year, must submit regional health equity assessment and action plan by June 30, 2021.
 - (3) For Section 2, At least two additional products (e.g., regional policies for implementation of a best or emerging practice, data sharing agreements, or communication materials) by June 30, 2021.

7. **Performance Measures.**

If LPHA or LPHA Fiscal Agent for a Regional Partnership completes and submits to OHA fewer than 75% of the planned deliverables in its approved Section 1 and/or Section 2 work plan for the funding period, LPHA or Fiscal Agent shall not be eligible to receive funding under this Program Element during the next funding period. The deliverables will be mutually agreed upon as part of the work plan approval process.

Attachment 1

Work Plan Menu Options for all LPHAs Receiving funding through Section 1: LPHA Leadership, Governance and Program Implementation

An OHA-approved 2019-21 work plan for Program Element 51 Section 1 requires each LPHA to include Objectives and Strategies under Subsections 1.1 through 1.3 as described in the following tables.

Subsection 1.1: Leadership and Governance

Instructions:

- Each LPHA must include Objective 1.1.1 in the PE51 work plan.
- Each LPHA must include at least one additional Objective (1.1.2 through 1.1.5) in the PE51 work plan.

1. Participate in shared learning opportunities or communities of practice focused on governance and public health system-wide planning. **(Required)**

Strategies will include:

- a. Participation in in-person and remote learning communities.
- b. Project or work plan implementation in between learning community meetings.
- c. Engagement of leadership, staff and/or partners in learning community activities, as appropriate.

2. Plan for full implementation of public health modernization across foundational capabilities and programs. Assess and develop models for effective and efficient delivery of public health services

Strategies may include:

- a. Engage with appropriate governing entities to develop business models that support partnership infrastructure.
- b. Ensure the effective management of organizational change.
- c. Support the performance of public health functions with strong operational infrastructure, including standardized written policies and procedures that are regularly reviewed and revised.
- d. Collect, analyze and report data for data-driven decision-making to manage organizational and system activities.
- e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

3. Develop and/or enhance partnerships to build sustainable public health system (e.g., tribes, regional health equity coalitions, CCOs, health systems, early learning hubs)

Strategies may include:

- a. Ensure participation of community partners in local public health planning efforts.
- b. Work with the state and other local and tribal authorities to improve the health of the community.
- c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

4. Implement workforce and leadership development initiatives

Strategies may include:

- a. Establish workforce development strategies that promote the skills and experience needed to perform public health duties and to carry out governmental public health's mission.
- b. Commit to the recruitment and hiring of a diverse workforce. Develop an ongoing plan for workforce diversity with goals and metrics to track progress.
- c. Assess staff competencies; provide training and professional development opportunities.
- d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

5. Develop and implement technology improvements that support effectiveness and efficiency of public health operations.
- Strategies may include:
- Access local and statewide information and surveillance systems to evaluate the effectiveness of public health policies, strategies and interventions.
 - LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

Section 1.2: Health Equity and Cultural Responsiveness: Engage public health staff, community members and stakeholders in the implementation of health equity plans.

Instructions:

- Each LPHA must include Objectives 1.2.1 and 1.2.2 in the PE51 work plan.
- LPHAs that have completed a health equity assessment and developed and implemented a health equity action plan (regionally or as an individual LPHA) must select at least two additional Objectives (#1.2.3 through 1.2.7) to include in the PE51 work plan:
 - o One Objective must reflect work internal to the health department (#1.2.3 through 1.2.4);
 - o One Objective must reflect work with partners or community members (#1.2.5 through 1.2.7)

- Complete an assessment of the LPHA's capacity to apply a health equity lens to programs and services and to provide culturally responsive programs and services within the last five years. Participation in a health equity assessment (e.g., with 2017-19 public health modernization funding) within the past five years fulfills this requirement. **(Required)**
- Complete and implement an action plan that addresses key findings from health equity assessment. **(Required)**
- Develop an ongoing process of continuous learning, training and structured dialogue for all staff.
- Commit and invest existing and additional resources in recruitment, retention and advancement efforts to improve workplace equity. Establish parity goals and create specific metrics with benchmarks to track progress.
- Develop and/or enhance partnerships with Regional Health Equity Coalitions, federally recognized tribes, community-based organizations and other entities in order to develop meaningful relationships with populations experiencing a disproportionate burden of communicable disease and poor health outcomes.
- Work directly with communities to co-create policies, programs and strategies. Ensure that health interventions are culturally responsive.
- Collect and maintain data, or use data provided by PHD that reveal inequities in the distribution of disease. Focus on the social conditions (including strengths, assets and protective factors) that influence health.

Subsection 1.3: Communicable Disease Control: Implement strategies to improve infrastructure to prevent and control communicable disease

Instructions:

- Each LPHA must include Objective 1.3.1 in the PE51 work plan.
- Each LPHA must select at least one additional Objective (1.3.2 through 1.3.4) to include in the PE51 work plan.

1. Conduct jurisdiction-specific communicable disease control and prevention for communicable diseases.

(Required)

Strategies may include:

- a. Demonstrate infrastructure for achieving public health accountability metrics, local public health process measures for communicable disease control.
- b. Communicate to the general public and/or at-risk populations about communicable disease risks.
- c. Provide training to health care and other strategic partners about communicable disease risks and methods of control. Provide technical assistance to health care and other strategic partners to implement best and emerging practices.
- d. Demonstrate capacity to routinely evaluate communicable disease control systems through the response to disease reports and make changes to practice based on evaluation findings.
- e. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

2. Work with partners within a specific jurisdiction to implement communicable disease prevention initiatives.

Strategies may include:

- a. Engage local organizations as strategic partners to control communicable disease transmission.
- b. Develop and implement a system for identification and control of communicable disease with strategic partners.
- c. Develop and implement a system for communications with strategic partners about disease transmission.
- d. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

3. Implement workforce development initiatives.

Strategies may include:

- a. Training for providers to implement communicable disease prevention initiatives.
- b. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

4. Utilize local communicable disease investigation and response and emergency preparedness systems to begin planning for environmental health threats.

Strategies may include:

- a. Collect and/or utilize local data to assess potential for environmental health threats.
- b. Work with the state and other local and tribal authorities to plan for and develop regional systems for responding to environmental health threats, including all hazards surge response.
- c. LPHAs may propose other strategies consistent with Public Health Modernization Manual roles and deliverables.

Program Element #60: Suicide Prevention, Intervention and Postvention

OHA Program Responsible for Program Element: Public Health Division/Center for Prevention and Health Promotion, Injury and Violence Prevention/Suicide Prevention, Intervention and Postvention

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Suicide Prevention, Intervention and Postvention Program activities in LPHA's service area that must include the following components: (a) facilitation of community partnerships; (b) targeted outreach, training and services; (c) coordination with Community Mental Health Program (CMHP) on implementation of system-wide crisis response plans; (d) collaboration on providing Suicide Safe Care and Continuity of Care among service area healthcare systems; (e) providing Gatekeeper Training and clinical training; and (f) collection and analysis of suicide related data for program planning and management.

The Suicide Prevention, Intervention and Postvention Program is grounded in evidence-based best practices. The coordinated movement involves state and local programs working together to achieve sustainable policy, systems and environmental change in local communities that mobilize statewide. Suicide is one of the leading causes of death in Oregon. Suicide is the second leading cause of death among Oregonians aged 10 to 34 years, and the 8th leading cause of death among all Oregonians in 2017. Especially among Youth, Contagion related to suicide death or attempt can occur and needs to be protected against. Funds provided under this Agreement are to be used to reduce suicide deaths, promote evidence-based practice in Youth suicide Prevention, Intervention and Postvention, and implement training to persons working with Youth or staff in Youth serving organizations. Funds allocated to LPHA are to complement the statewide movement toward population-level outcomes including elimination of Youth suicide disparities.

All changes to this Program Element are effective the first day of the month noted in Issue Date of Exhibit C of the Financial Assistance Award unless otherwise noted in Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to Suicide Prevention, Intervention and Postvention.**

- a. **Contagion:** A phenomenon whereby susceptible persons are influenced toward suicidal behavior through knowledge of another person's suicidal acts.
- b. **Continuity of Care:** Care that is maintained when one care provider links to another care provider, the transition in care is smooth and uninterrupted for the patient, and the essential clinical information is provided.
- c. **Gatekeeper Training:** Training for individuals in a community who have face-to-face contact with larger number of community members as part of their usual routine. These individuals are trained to identify persons at risk of suicide and refer them to treatment or supporting services as appropriate.
- d. **Intervention:** A strategy or approach that is intended to prevent an outcome or to alter the course of an existing condition (such as educating providers about suicide Prevention or reducing access to lethal means among individuals with suicide risk).
- e. **Postvention:** Response to and care for individuals affected in the aftermath of a suicide attempt or suicide death.
- f. **Prevention:** A strategy or approach that reduces the likelihood of risk of onset or delays the onset of adverse health problems or reduces the harm results from conditions or behaviors.
- g. **Suicide Safe Care:** Is defined through the National Action Alliance for Suicide Prevention's *Recommended Standard Care for People with Suicide Risk* and includes (a) identification and assessment, (b) safety planning, (c) mean reduction; and (d) caring contacts.

h. Youth: persons aged 10 to 24.

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

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

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Facilitation of community partnerships.		*				X	X	X			X	
Targeted outreach, training and services.		*						X				
Coordinate with CMHP on implementation of system-wide crisis response plans.		*			X			X		X		X
Collaboration on providing Suicide Safe Care and Continuity of Care among service area healthcare systems.		*			X	X	X			X		
Provide Gatekeeper and clinical training.		*					X	X				
Collection and analysis of suicide related data for program planning and management.		*					X		X	X		

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

Not applicable.

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**

Not applicable.

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

LPHA must:

- a. Submit local program plan and local program budget to OHA for approval.
- b. Engage in activities as described in its local program plan, which has been approved by OHA.
- c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- d. Participate in site visits and meetings as requested or required by OHA.
- e. Provide a Suicide Prevention, Intervention and Postvention Program that includes the following minimum components:
 - (1) Establishes or works with an existing community coalition on suicide Prevention.
 - (2) Increases and targets outreach, training and services as appropriate for Youth and organizations that work with Youth identified at high risk for suicide.
 - (3) Collaborates with service area Community Mental Health Programs (CMHP) to implement a systems-wide crisis response plan among healthcare organizations and other providers as appropriate. Access and update the response plans through funding period.
 - (4) Supports Continuity of Care through systems-based approaches and collaboration with service area healthcare systems.
 - (5) Provides Gatekeeper Trainings in evidence-based suicide Prevention strategies including Question, Persuade, and Refer (QPR), Applied Suicide Intervention Skills Training (ASIST), safeTALK and other OHA approved Gatekeeper Trainings.
 - (6) Implements one or more of the following activities in the local program plan approved by OHA:
 - a. Establishes suicide Prevention training for staff (Gatekeeper Trainings) and students (with OHA approved curriculum) in at least 30% of jurisdiction’s middle and high schools. Substance Abuse and Mental Health Administration (SAMHSA) requires active, informed consent for student curriculum.
 - b. Works with at least 2 Youth-serving systems in jurisdiction to develop and implement evidence-based suicide risk assessment strategies. Tools must be approved by OHA.
 - c. Implements the [Zero Suicide Initiative](#) within the LPHA and/or CMHP or work with a service area healthcare system to implement Zero Suicide Initiative.

- d. Hosts trainings in evidence-based suicide risk assessment, management and treatment strategies for clinicians. Trainings to be approved by OHA.

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

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 29	August 20

6. **Reporting Requirements.**

- a. LPHA must submit local program plan reports on a semi-annual schedule to be determined by OHA. The reports must include, at a minimum, LPHA’s progress during the reporting period toward completing activities described in its local program plan.
- b. LPHA must submit quarterly reports that detail quantifiable outcomes of activities and data accumulated, per OHA approved program plan.
- c. LPHA must submit training reports, including number of participants broken out by number in a mental health or related profession, within 7 days of training.
- d. LPHA must submit annual written report on grant activities per template provided by OHA per OHA approved program plan.

7. **Performance Measures.**

If LPHA completes fewer than 75% of the planned activities in its local program plan for two consecutive reporting periods in one state fiscal year, LPHA will not be eligible to receive funding under this Program Element during the next state fiscal year.

EXHIBIT C**FINANCIAL ASSISTANCE AWARD AND
REVENUE AND EXPENDITURE REPORTING FORMS**

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

- 1. Financial Assistance Award.**
- 2. Oregon Health Authority Public Health Division Expenditure and Revenue Report (for all Programs).**
- 3. Explanation of the Financial Assistance Award.**

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee		2) Issue Date		This Action
Name: Deschutes County		Thursday, July 1, 2021		Award
Street: 2577 NE Courtney Dr.				FY 2022
City: Bend		3) Award Period		
State: OR Zip: 97701-7638		From July 1, 2021 through June 30, 2022		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$0.00	\$57,060.00	\$57,060.00
PE07	HIV Prevention Services	\$0.00	\$40,158.00	\$40,158.00
PE08-01	Ryan White B HIV/AIDS: Case Management	\$0.00	\$176,691.00	\$176,691.00
PE08-02	Ryan White B HIV/AIDS: Support Services	\$0.00	\$42,455.00	\$42,455.00
PE08-03	Ryan White B HIV/AIDS: Oral Health	\$0.00	\$27,187.00	\$27,187.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$0.00	\$109,613.00	\$109,613.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$0.00	\$263,159.00	\$263,159.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$0.00	\$100,626.00	\$100,626.00
PE40-01	WIC NSA: July - September	\$0.00	\$184,646.00	\$184,646.00
PE40-02	WIC NSA: October - June	\$0.00	\$535,938.00	\$535,938.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$0.00	\$6,279.00	\$6,279.00
PE42-04	MCAH Babies First! General Funds	\$0.00	\$20,064.00	\$20,064.00
PE42-06	MCAH General Funds & Title XIX	\$0.00	\$11,779.00	\$11,779.00
PE42-11	MCAH Title V	\$0.00	\$66,429.00	\$66,429.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	MCAH Oregon Mothers Care Title V	\$0.00	\$58,730.00	\$58,730.00
PE42-14	Home Visiting	\$0.00	\$86,112.00	\$86,112.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$0.00	\$49,756.00	\$49,756.00
PE44-01	SBHC Base	\$0.00	\$360,000.00	\$360,000.00
PE44-02	SBHC - Mental Health Expansion	\$0.00	\$351,428.00	\$351,428.00
PE46-05	RH Community Participation & Assurance of Access	\$0.00	\$29,982.00	\$29,982.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$0.00	\$112,636.00	\$112,636.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$0.00	\$42,571.00	\$42,571.00
PE51-02	Regional Partnership Implementation	\$0.00	\$73,267.00	\$73,267.00
PE60	Suicide Prevention, Intervention and Postvention	\$0.00	\$29,251.00	\$29,251.00
		\$0.00	\$2,835,817.00	\$2,835,817.00

5) Foot Notes:	
PE01-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE40-01	5/2021: All SFY2022 Q1 funding award needs to be spent down by 9/30/2021. No unspent funds carryover to Q2-4 period is allowed.
PE40-02	5/2021: SFY2022 Q2-4 funds need to be spent by 6/30/2022.
PE51-01	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.
PE51-02	5/1/21: Bridge funding for July-Sept 2021. Additional funds to be awarded once budgets are final.

6) Comments:	
PE40-01	5/2021: SFY22 Q1 funding: Spend \$36,92 on Nutrition Ed, \$5,768 on BF Promotion
PE40-02	5/2021: SFY2022 Q2-4 funding: spend \$ on Nutrition Ed, \$17,304 on BF Promotion
PE42-14	SFY22 Initial: Award is for the period of 7/1/2021 to 12/31/2021
PE60	5/2021: This award is for July 1-September 30, 2021 only.

7) Capital outlay Requested in this action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

OREGON HEALTH AUTHORITY										
PUBLIC HEALTH DIVISION EXPENDITURE AND REVENUE REPORT										
EMAIL TO: OHA-PHD.ExpendRevReport@dhsosha.state.or.us										
Agency: [Enter your agency name]										
Program: [Enter the Program Element Number / Sub Element and Title]										
Fiscal Year: July 1, [start year] to June 30, [end year]										
BREAKDOWN BY FISCAL YEAR QUARTER										
REVENUE	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
A. PROGRAM INCOME/REVENUE	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue	Non-OHA/PHD Revenue	LPHA Revenue
1. Revenue from Fees										\$ -
2. Donations										\$ -
3. 3rd Party Insurance										\$ -
4. Other Program Revenue										\$ -
TOTAL PROGRAM INCOME		\$ -		\$ -		\$ -		\$ -		\$ -
5. Other Local Funds (Identify)										\$ -
5a.										\$ -
5b.										\$ -
6. Medicaid/OHP										\$ -
7. Volunteer and In-Kind (estimate value)										\$ -
8. Other (Specify)										\$ -
9. Other (Specify)										\$ -
10. Other (Specify)										\$ -
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURES	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
B. EXPENDITURES	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures	Non-OHA/PHD Expenditures	OHA/PHD Expenditures
1. Personal Services (Salaries and Benefits)										\$ -
2. Services and Supplies (Total)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2a. Professional Services/Contracts										\$ -
2b. Travel & Training										\$ -
2c. General Supplies										\$ -
2d. Medical Supplies										\$ -
2e. Other (enter total from the "Other Services & Supplies Expenditures" Form)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Capital Outlay										\$ -
4. Indirect Cost (\$)										\$ -
4a. Indirect Rate (____%)										
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less Total Program Income		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL REIMBURSABLE EXPENDITURES		\$ -		\$ -		\$ -		\$ -		\$ -
Check Box if amounts have been revised since report previously submitted										
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
WIC PROGRAM ONLY: Enter the Public Health Division Expenditures breakdown in the following categories for each quarter.										
** General Ledger report is required effective 1/1/19 and first report will be due with FY19 Quarter 3 Expenditure reports**										
C. CATEGORY	Q1: Jul, Aug, Sep		Q2: Oct, Nov, Dec		Q3: Jan, Feb, Mar		Q4: Apr, May, Jun		Fiscal Year To Date	
1. Client Services										\$ -
2. Nutrition Services										\$ -
3. Breastfeeding Promotion										\$ -
4. General Administration										\$ -
TOTAL WIC PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. CERTIFICATE										
I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 CFR 200.415)										
PREPARED BY	PHONE				AUTHORIZED AGENT SIGNATURE				DATE	

Form Number 23-152

Revised July 2021

TITLE OF FORM: OHA Public Health Division Expenditure and Revenue Report
FORM NUMBER: 23-152 (Instructions)

WHO MUST COMPLETE THE FORM 23-152:	All agencies receiving funds awarded through Oregon Health Authority Intergovernmental Agreement for Financing Public Health Services must complete this report for each grant-funded program. Agencies are responsible for assuring that each report is completed accurately, signed and submitted in a timely manner.
WHERE TO SUBMIT REPORT:	OHA-PHD.ExpendRevReport@dhsosha.state.or.us
WHEN TO SUBMIT:	Reports for grants are due 30 days following the end of the 3-, 6-, and 9-month periods (10/30, 1/30, 4/30) and 51 days after the 12-month period (8/20) in each fiscal year. Any expenditure reports due and not received by the specified deadline could delay payments until reports have been received from the payee for the reporting period.
REPORT REVISIONS:	OHA will accept <i>revised</i> revenue and expenditure reports up to 30 calendar days after the due date for the first, second and third quarter expenditure reports. OHA will accept <i>revised</i> reports up to 14 days after the fourth quarter expenditure report due date.
WHAT TO SUBMIT:	Submit both the main Expenditure and Revenue Report and the Other Services & Supplies Expenditures (Other S&S) Form. WIC programs must submit a general ledger report quarterly.

INSTRUCTIONS FOR COMPLETING THE FORM

Report expenditures for both Non-OHA/PHD and OHA/PHD funds for which reimbursement is being claimed. This reporting feature is necessary for programs due to the requirement of matching federal dollars with state and/or local dollars.

- YEAR TO DATE expenditures are reported when payment is made or a legal obligation is incurred.
- YEAR TO DATE revenue is reported when recognized.

OHA/PHD: Oregon Health Authority/Public Health Division

Enter your **Agency name, Program Element Number and Title, and Fiscal Year** start and end dates.

Gray shaded areas do not need to be filled out.

A. REVENUE	Revenues that support program are to be entered for each quarter of the state fiscal year as either Program Revenue or Non-OHA/PHD Revenue.
Program Revenue	Report this income in Section A. PROGRAM INCOME/REVENUE, Program Revenue column, Lines 1 through 4, for each quarter. Program income will be deducted from total OHA/PHD expenditures.
TOTAL PROGRAM INCOME	The total Program Revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Non-OHA/PHD Revenue	Report this revenue in Section A. PROGRAM INCOME/REVENUE, Non-OHA/PHD Revenue column Lines 5 to 10, for each quarter. If applicable, identify sources of Line 5. Other Local Funds and specify type of Other for Lines 8 - 10. Non-OHA revenue are not subtracted from OHA/PHD expenditures.
TOTAL REVENUE	The total of Program and Non-OHA/PHD revenue for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Fiscal Year To Date	The YTD total Program or Non-OHA/PHD revenue for each line for the fiscal year. On the Excel report template, this is an auto sum field.
B. EXPENDITURES	Expenditures are to be entered for each quarter of the state fiscal year as either Non-OHA/PHD Expenditures or OHA/PHD Expenditures.
Non-OHA/PHD Expenditures	Program expenditures not reimbursed by the OHA Public Health Division.
OHA/PHD Expenditures	Reimbursable expenditures less program income.
Line 1. Personal Services	Report total salaries and benefits that apply to the program for each quarter. Payroll expenses may vary from month to month. Federal guidelines, 2 CFR 225 Appendix B.8. (OMB Circular A-87), require the maintenance of adequate time activity reports for individuals paid from grant funds.
Line 2. Services and Supplies (Total)	The total from the four subcategories (Lines 2a. through 2e.) below this category. On the Excel report template, this is an auto sum field.
Line 2a. Professional Services/Contracts	Report contract and other professional services expenditures for each quarter.
Line 2b. Travel & Training	Report travel and training expenditures for each quarter.

Line 2c. General Supplies	Report expenditures for materials & supplies costing less than \$5,000 per unit for each quarter.
Line 2d. Medical Supplies	Report expenditures for medical supplies for each quarter.
Line 2e. Other	Report the Total Other S&S Expenditures from the Other S&S Expenditures Form. Data entry is done in the 'Other S&S Expenditures' Form by entering the type and amount of other services and supplies expenses.
Line 3. Capital Outlay	Report capital outlay expenditures for each quarter. Capital Outlay is defined as expenditure of a single item costing more than \$5,000 with a life expectancy of more than one year. Itemize all capital outlay expenditures by cost and description. Federal regulations require that capital equipment (desk, chairs, laboratory equipment, etc.) continue to be used within the program area. Property records for non-expendable personal property shall be maintained accurately per Subtitle A-Department of Health and Human Services, 45 Code of Federal Regulation (CFR) Part 92.32 and Part 74.34. <i>Prior approval must be obtained for any purchase of a single item or special purpose equipment having an acquisition cost of \$5,000 or more (PHS Grants Policy Statement; WIC, see Federal Regulations Section 246.14).</i>
Line 4. Indirect Cost (\$)	Report indirect costs for each quarter.
Line 4a. Indirect Rate (%)	Report the approved indirect rate percent within the (____%) area, in front of the % symbol. If no indirect rate or if you have a cost allocation plan, enter "N/A".
TOTAL EXPENDITURES	The total of OHA/PHD and Non-OHA/PHD expenditures for each quarter and fiscal year to date. On the Excel report template, this is an auto sum field.
Less Total Program Income	Take from the Program Revenue, TOTAL PROGRAM INCOME line in the Revenue section for each quarter and fiscal year to date. This is the OHA/PHD income that gets deducted from OHA/PHD total expenditures. On the Excel report template, this is an auto fill field.
TOTAL REIMBURSABLE EXPENDITURES	The total OHA/PHD expenditures less total program income for each quarter and fiscal YTD. The amount reimbursed by OHA-PHD. On the Excel report template, this is an auto calculate field.
Fiscal Year To Date	The YTD total of each expenditure category/subcategory of both OHA/PHD and Non-OHA/PHD for the fiscal year. On the Excel report template, this is an auto sum field.
C. WIC PROGRAM ONLY	Report the Public Health Division expenditures for the 4 categories listed in the WIC Program section for each quarter. Refer to Policy 315: Fiscal Requirements of the Oregon WIC Program Policy and Procedure Manual for definitions of the categories.
WIC GENERAL LEDGER REPORTING	Effective 1/1/19 General Ledger reports must be submitted with quarterly Expenditure and Revenue Report. First report due is for FY19 Quarter 3. Reports should be cumulative for FY.
TOTAL WIC PROGRAM	The total of the four WIC expenditure categories for each quarter and fiscal year. On the Excel report template, this is an auto sum field.
Fiscal Year to Date	The YTD total of each WIC category for the fiscal year. On the Excel report template, this is an auto sum field.
D. CERTIFICATE	Certify the report.
Prepared By	Enter the name and phone number of the person preparing the report.
Authorized Agent Signature	Obtain the signature, name and date of the authorized agent.
Where to Submit Report	Email the report to the Email To: address indicated on the form.
REIMBURSEMENT FROM THE STATE	Transfer document will be forwarded to the county treasurer (where appropriate) with a copy to the local agency when OHA Public Health Division makes reimbursement
WHEN A BUDGET REVISION IS REQUIRED	It is understood that the pattern of expenses will follow the estimates set forth in the approved budget application. To facilitate program development, however, transfers between expense categories may be made by the local agency except in the following instances, when a budget revision will be required: <ul style="list-style-type: none"> ● If a transfer would result in or reflect a significant change in the character or scope of the program. ● If there is a significant expenditure in a budget category for which funds were not initially budgeted in approved application.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and LPHA reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

The Financial Assistance Award consists of the following Items and Columns:

- a. **Item 1 “Grantee”** is the name and address of the LPHA;
- b. **Item 2 “Issue Date” and “This Action”** is the date upon which the Financial Assistance Award is issued, and, if the Financial Assistance Award is a revision of a previously issued Financial Assistance Award; and
- c. **Item 3 “Award Period”** is the period of time for which the financial assistance is awarded and during which it must be expended by LPHA, subject to any restrictions set forth in the Footnotes section (see “Footnotes” below) of the Financial Assistance Award. Subject to the restrictions and limitations of this Agreement and except as otherwise specified in the Footnotes, the financial assistance may be expended at any time during the period for which it is awarded regardless of the date of this Agreement or the date the Financial Assistance Award is issued.
- d. **Item 4 “OHA Public Health Funds Approved”** is the section that contains information regarding the Program Elements for which OHA is providing financial assistance to LPHA under this Agreement and other information provided for the purpose of facilitating LPHA administration of the fiscal and accounting elements of this Agreement. Each Program Element for which financial assistance is awarded to LPHA under this Agreement is listed by its Program Element number and its Program Element name (full or abbreviated). In certain cases, funds may be awarded solely for a sub-element of a Program Element. In such cases, the sub-element for which financial assistance is awarded is listed by its Program Element number, its Program Element name (full or abbreviated) and its sub-element name (full or abbreviated) as specified in the Program Element. The awarded funds, administrative information and restrictions on a particular line are displayed in a columnar format as follows:
 - (1) **Column 1 “Program”** will contain the Program Element name and number for each Program Element (and sub-element name, if applicable) for which OHA has awarded financial assistance to LPHA under this Agreement. Each Program Element name and number set forth in this section of the Financial Assistance Award corresponds to a specific Program Element Description set forth in Exhibit B. Each sub-element name (if specified) corresponds to a specific sub-element of the specified Program Element.
 - (2) **Column 2 “Award Balance”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount of financial assistance that was awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, prior to the issuance of an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.
 - (3) **Column 3 “Increase/(Decrease)”** in instances in which a revision to the Financial Assistance Award is made pursuant to an amendment duly issued by OHA and executed by the parties, the presence of an amount in this column will indicate the amount by which the financial assistance awarded by OHA to the LPHA, for the Program Element (or sub-element) identified on that line, is increased or decreased by an amendment to this Agreement. The information contained in this column is for information only, for purpose of facilitating LPHA’s administration of the fiscal and accounting elements of

this Agreement, does not create enforceable rights under this Agreement and shall not be considered in the interpretation of this Agreement.

(4) **Column 4 “New Award Balance”** the amount set forth in this column is the amount of financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) identified on that line and is OHA’s maximum financial obligation under this Agreement in support of services comprising that Program Element (or sub-element). In instances in which OHA desires to limit or condition the expenditure of the financial assistance awarded by OHA to LPHA for the Program Element (or sub-element) in a manner other than that set forth in the Program Element Description or elsewhere in this Agreement, these limitations or conditions shall be indicated by a letter reference(s) to the “Footnotes” section, in which an explanation of the limitation or condition will be set forth.

- e. **Item 5 “Footnotes”** this section sets forth any special limitations or conditions, if any, applicable to the financial assistance awarded by OHA to LPHA for a particular Program Element (or sub-element). The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Footnotes” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Footnotes” section when expending or utilizing financial assistance subject thereto.
- f. **Item 6 “Comments”** this section sets forth additional footnotes, if any, applicable to the financial assistance awarded to OHA to LPHA for a particular Program Element. The limitations or conditions applicable to a particular award are indicated by corresponding Program Element (PE) number references appearing in the “Comments” section and on the appropriate line of the “New Award Balance” column of the “OHA Public Health Funds Approved” section. LPHA must comply with the limitations or conditions set forth in the “Comments” section when expending or utilizing financial assistance subject thereto.
- g. **Item 7 “Capital Outlay Requested in This Action”** in instances in which LPHA requests, and OHA approves an LPHA request for, expenditure of the financial assistance provided hereunder for a capital outlay, OHA’s approval of LPHA’s capital outlay request will be set forth in this section of the Financial Assistance Award. This section contains a section heading that explains the OHA requirement for obtaining OHA approval for an LPHA capital outlay prior to LPHA’s expenditure of financial assistance provided hereunder for that purpose, and provides a brief OHA definition of a capital outlay. The information associated with OHA’s approval of LPHA’s capital outlay request are displayed in a columnar format as follows:
- (1) **Column 1 “Program”** the information presented in this column indicates the particular Program Element (or sub-element), the financial assistance for which LPHA may expend on the approved capital acquisition.
 - (2) **Column 2 “Item Description”** the information presented in this column indicates the specific item that LPHA is authorized to acquire.
 - (3) **Column 3 “Cost”** the information presented in this column indicates the amount of financial assistance LPHA may expend to acquire the authorized item.
 - (4) **Column 4 “Prog Approv”** the presence of the initials of an OHA official approves the LPHA request for capital outlay.
2. **Financial Assistance Award Amendments.** Amendments to the Financial Assistance Award are implemented as a full restatement of the Financial Assistance Award modified to reflect the amendment for each fiscal year. Therefore, if an amendment to this Agreement contains a new Financial Assistance Award, the Financial Assistance Award in the amendment supersedes and replaces, in its entirety, any prior Financial Assistance Award for that fiscal year.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Enforcement of the Oregon Indoor Clean Air Act.** This section is for the purpose of providing for the enforcement of laws by LPHA relating to smoking and enforcement of the Oregon Indoor Clean Air Act (for the purposes of this section, the term “LPHA” will also refer to local government entities e.g. certain Oregon counties that agree to engage in this activity.)
- a. **Authority.** Pursuant to ORS 190.110, LPHA may agree to perform certain duties and responsibilities related to enforcement of the Oregon Indoor Clean Air Act, 433.835 through 433.875 and 433.990(D) (hereafter “Act”) as set forth below.
- b. **LPHA Enforcement Functions.** LPHA shall assume the following enforcement functions:
- (1) Maintain records of all complaints received using the complaint tracking system provided by OHA’s Tobacco Prevention and Education Program (TPEP).
 - (2) Comply with the requirements set forth in OAR 333-015-0070 to 333-015-0085 using OHA enforcement procedures.
 - (3) Respond to and investigate all complaints received concerning noncompliance with the Act or rules adopted under the Act.
 - (4) Work with noncompliant sites to participate in the development of a remediation plan for each site found to be out of compliance after an inspection by the LPHA.
 - (5) Conduct a second inspection of all previously inspected sites to determine if remediation has been completed within the deadline specified in the remediation plan.
 - (6) Notify TPEP within five business days of a site’s failure to complete remediation, or a site’s refusal to allow an inspection or refusal to participate in development of a remediation plan. See Section c.(3) “OHA Responsibilities.”
 - (7) For each non-compliant site, within five business days of the second inspection, send the following to TPEP: intake form, copy of initial response letter, remediation form, and all other documentation pertaining to the case.
 - (8) LPHA shall assume the costs of the enforcement activities described in this section. In accordance with an approved Community-based work plan as prescribed in OAR 333-010-0330(3)(b), LPHAs may use Ballot Measure 44 funds for these enforcement activities.
 - (9) If a local government has local laws or ordinances that prohibit smoking in any areas listed in ORS 433.845, the local government is responsible to enforce those laws or ordinances using local enforcement procedures. In this event, all costs of enforcement will be the responsibility of the local government. Ballot Measure 44 funds may apply; see Subsection (8) above.
- c. **LPHA Training.** LPHA is responsible for ensuring that all staff engaging in LPHA enforcement functions under this Agreement have appropriate training to conduct inspections safely and effectively including, but not limited to, de-escalation training.
- d. **OHA Responsibilities.** OHA shall:
- (1) Provide an electronic records maintenance system to be used in enforcement, including forms used for intake tracking, complaints, and site visit/remediation plan, and templates to be used for letters to workplaces and/or public places.
 - (2) Provide technical assistance to LPHAs.

- (3) Upon notification of a failed remediation plan, a site's refusal to allow a site visit, or a site's refusal to develop a remediation plan, review the documentation submitted by the LPHA and issue citations to non-compliant sites as appropriate.
- (4) If requested by a site, conduct contested case hearings in accordance with the Administrative Procedures Act, ORS 183.411 to 183.470.
- (5) Issue final orders for all such case hearings.
- (6) Pursue, within the guidelines provided in the Act and OAR 333-015-0070 through OAR 333-015-0085, cases of repeat offenders to assure compliance with the Act.

2. HIPAA/HITECH COMPLIANCE.

- a. The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). When explicitly stated in the Program Element definition table located in Exhibit A, LPHA is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. LPHA's failure to comply with these requirements shall constitute a default under this Agreement.
 - (1) **Consultation and Testing.** If LPHA reasonably believes that the LPHA's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, LPHA shall promptly consult the OHA Information Security Office. LPHA or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
 - (2) **Data Transactions Systems.** If LPHA intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations, or other electronic transaction, LPHA shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0100 through 943-120-0200.
 - b. LPHA agrees that use and disclosure of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) in the performance of its obligations shall be governed by the Agreement. When acting as a Business Associate of the health care component of OHA as described in Paragraph a. of this section, LPHA further agrees that it shall be committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of its obligations related to the Agreement, and that it shall make all subcontractors and Providers comply with the same requirements.
3. OHA intends to request reimbursement from FEMA for all allowable costs, and Recipient shall provide to OHA timely reports that provide enough detail to OHA's reasonable satisfaction, in order to obtain FEMA's reimbursement.

EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement and Recovery of Financial Assistance.

a. Disbursement Generally. Subject to the conditions precedent set forth below and except as otherwise specified in an applicable footnote in the Financial Assistance Award, OHA shall disburse financial assistance awarded for a particular Program Element, as described in the Financial Assistance Award, to LPHA in substantially equal monthly allotments during the period specified in the Financial Assistance Award for that Program Element, subject to the following:

- (1) Upon written request of LPHA to the OHA Contract Administrator and subsequent OHA approval, OHA may adjust monthly disbursements of financial assistance to meet LPHA program needs.
- (2) OHA may reduce monthly disbursements of financial assistance as a result of, and consistent with, LPHA's Underexpenditure or Overexpenditure of prior disbursements.
- (3) After providing LPHA 30 calendar days advance notice, OHA may withhold monthly disbursements of financial assistance if any of LPHA's reports required to be submitted to OHA under this Exhibit E, Section 6 "Reporting Requirements" or that otherwise are not submitted in a timely manner or are incomplete or inaccurate. OHA may withhold the disbursements under this subsection until the reports have been submitted or corrected to OHA's satisfaction.

OHA may disburse to LPHA financial assistance for a Program Element in advance of LPHA's expenditure of funds on delivery of the services within that Program Element, subject to OHA recovery at Agreement Settlement of any excess disbursement. The mere disbursement of financial assistance to LPHA in accordance with the disbursement procedures described above does not vest in LPHA any right to retain those funds. Disbursements are considered an advance of funds to LPHA which LPHA may retain only to the extent the funds are expended in accordance with the terms and conditions of this Agreement.

b. Conditions Precedent to Disbursement. OHA's obligation to disburse financial assistance to LPHA under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (1) No LPHA default as described in Exhibit F, Section 6 "LPHA Default" has occurred.
- (2) LPHA's representations and warranties set forth in Exhibit F, Section 4 "Representations and Warranties" of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Financial Assistance.

- (1) **Notice of Underexpenditure, Overexpenditure or Misexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A) of moneys disbursed under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Underexpenditure or Overexpenditure" below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A) of moneys disbursed to LPHA under this Agreement, OHA shall provide LPHA with written notice thereof and OHA and LPHA shall engage in the process described in "Recover of Misexpenditure" below.

(2) Recovery of Underexpenditure or Overexpenditure.

- (a) LPHA's Response.** LPHA shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure to pay OHA in full or notify the OHA that it wishes to engage in the appeals process set forth in Section 1.c.(2)(b) below. If LPHA fails to respond within that 90-day time period, LPHA shall promptly pay the noticed Underexpenditure or Overexpenditure amount.
- (b) Appeals Process.** If LPHA notifies OHA that it wishes to engage in an appeal process, LPHA and OHA shall engage in non-binding discussions to give the LPHA an opportunity to present reasons why it believes that there is no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recover from Future Payments" below. If OHA and LPHA continue to disagree about whether there has been an Underexpenditure or Overexpenditure or the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.
- (c) Recovery From Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to "Appeal Process" above), OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including, but not limited to, any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amounts of the Underexpenditure or Overexpenditure from amounts owed LPHA by OHA as set forth in this subsection), and shall identify the amounts owed by OHA which OHA intends to offset, (including contracts or agreements, if any, under which the amounts owed arose) LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority, or would result in a delay in recovery that exceeds three months. In the event that OHA and LPHA are unable to agree on which specific amounts, owed to LPHA by OHA, the OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, then OHA may select the particular contracts or agreements between OHA and LPHA and amounts from which it will recover the amount of the Underexpenditure or Overexpenditure, within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look

to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a) LPHA's Response.** From the effective date of the notice of Misexpenditure, LPHA shall have the lesser of: (i) 60 calendar days; or (ii) if a Misexpenditure relates to a Federal Government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the Federal Government, to either:
- i.** Make a payment to OHA in the full amount of the noticed Misexpenditure identified by OHA;
 - ii.** Notify OHA that LPHA wishes to repay the amount of the noticed Misexpenditure from future payments pursuant to "Recovery from Future Payments" below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process set forth in "Appeal Process for Misexpenditure" below.

If LPHA fails to respond within the time required by "Appeal Process for Misexpenditure" below, OHA may recover the amount of the noticed Misexpenditure from future payments as set forth in "Recovery from Future Payments" below.

- (b) Appeal Process for Misexpenditure.** If LPHA notifies OHA that it wishes to engage in an appeal process with respect to a noticed Misexpenditure, the parties shall comply with the following procedures, as applicable:

- i. Appeal from OHA-Identified Misexpenditure.** If OHA's notice of Misexpenditure is based on a Misexpenditure solely of the type described in Sections 15.b. or c. of Exhibit A, LPHA and OHA shall engage in the process described in this subsection to resolve a dispute regarding the noticed Misexpenditure. First, LPHA and OHA shall engage in non-binding discussions to give LPHA an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. LPHA and OHA may negotiate an appropriate apportionment of responsibility for the repayment of a Misexpenditure. At LPHA request, OHA will meet and negotiate with LPHA in good faith concerning appropriate apportionment of responsibility for repayment of a Misexpenditure. In determining an appropriate apportionment of responsibility, LPHA and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and LPHA reach agreement on the amount owed to OHA, LPHA shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery from Future Payments" below. If OHA and LPHA continue to disagree as to whether or not there has been a

Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes including, subject to Oregon Department of Justice (DOJ) and LPHA counsel approval, arbitration.

ii. Appeal from Federal-Identified Misexpenditure.

A. If OHA's notice of Misexpenditure is based on a Misexpenditure of the type described in Exhibit A, Section 15.a. and the relevant Federal Agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then LPHA may, prior to 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the Federal Agency. If LPHA so requests that OHA appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of LPHA, be retained by the LPHA or returned to OHA pending the final federal decision resulting from the initial appeal. If the LPHA does request, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the U.S. Department of Health and Human Services (HHS) (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 CFR. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the Federal Agency. LPHA and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either LPHA, OHA, or both may, in their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to "Recovery From Future Payments" below. To the extent that LPHA retained any of the amount in controversy while the appeal was pending, the LPHA shall pay to OHA the interest, if any, charged by the Federal Government on such amount.

- B.** If the relevant Federal Agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or LPHA does not request that OHA pursue an appeal prior to 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, then within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final LPHA shall repay to OHA the amount of the noticed Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to “Recovery From Future Payments” below.
- C.** If LPHA does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance, or other federal identification of improper use of funds, prior to 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, LPHA shall repay to OHA the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to “Recover From Future Payments” below.
- D.** Notwithstanding Subsection a, i. through iii. above, if the Misexpenditure was expressly authorized by an OHA rule or an OHA writing signed by an authorized person that applied when the expenditure was made, but was prohibited by federal statutes or regulations that applied when the expenditure was made, LPHA will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, LPHA and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- II.** For purposes of this Subsection D., an OHA writing must interpret this Agreement or an OHA rule and be signed by the Director of the OHA or by one of the following OHA officers concerning services in the category where the officers are listed:

Public Health Services:

- Public Health Director
- Public Health Director of Fiscal and Business Operations

OHA shall designate alternate officers in the event the offices designated in the previous sentence are abolished. Upon LPHA request, OHA shall notify LPHA of the names of individual officers with the above titles. OHA shall send

OHA writings described in this paragraph to LPHA by mail and email.

- III. The writing must be in response to a request from LPHA for expenditure authorization, or a statement intended to provide official guidance to LPHA or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the writing.
 - IV. If OHA writing is in response to a request from LPHA for expenditure authorization, the request must be in writing and signed by the director of an LPHA department with authority to make such a request or by the LPHA Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to LPHA expenditures that were made in compliance with the writing and during the term of the writing.
 - VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement or law or any other applicable authority.
 - VII. OHA rule does not authorize an expenditure that this Agreement prohibits.
- (c) **Recovery From Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to “Appeal Process for Misexpenditure” above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to LPHA by OHA, including but not limited to, any amount owed to LPHA by OHA under this Agreement or any amount owed to LPHA by OHA under any other contract or agreement between LPHA and OHA, present or future. OHA shall provide LPHA written notice of its intent to recover the amount of the Misexpenditure from amounts owed LPHA by OHA as set forth in this Subsection (c) and shall identify the amounts owed by OHA that OHA intends to offset (including the contracts or agreements, if any, under which the amounts owed arose and from those OHA wishes to deduct payments from). LPHA shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to LPHA by OHA and identified by LPHA. OHA shall comply with LPHA's request for alternate offset, unless the LPHA's proposed alternative offset would cause OHA to violate federal or state statutes, administrative rules or other applicable authority. In the event that OHA and LPHA are unable to agree on which specific amounts are owed to LPHA by OHA, that OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular contracts or agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to LPHA, and within the following limitations: OHA shall first look to amounts owed to LPHA (but unpaid) under

this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to LPHA by OHA. In no case, without the prior consent of LPHA, shall OHA deduct from any one payment due LPHA under the contract or agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

d. Additional Provisions With Respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (1) LPHA shall cooperate with OHA in the Agreement Settlement process.
- (2) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from LPHA under this Agreement is not subject to or conditioned on LPHA's recovery of any money from any other entity.
- (3) If the exercise of the OHA's right to offset under this provision requires the LPHA to complete a re-budgeting process, nothing in this provision shall be construed to prevent the LPHA from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
 - (a) Nothing in this provision shall be construed as a requirement or agreement by the LPHA or the OHA to negotiate and execute any future contract with the other.
 - (b) Nothing in this Section 1.d. shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. **Use of Financial Assistance.** LPHA may use the financial assistance disbursed to LPHA under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to implement Program Elements during the term of this Agreement. LPHA may not expend financial assistance provided to LPHA under this Agreement for a particular Program Element (as reflected in the Financial Assistance Award) on the implementation of any other Program Element.
3. **Subcontracts.** Except when the Program Element Description expressly requires a Program Element Service or a portion thereof to be delivered by LPHA directly, and except for the performance of any function, duty or power of the LPHA related to governance as that is described in OAR 333-014-0580, LPHA may use the financial assistance provided under this Agreement for a particular Program Element service to purchase that service, or portion thereof, from a third person or entity (a "Subcontractor") through a contract (a "Subcontract"). Subject to "Subcontractor Monitoring" below, LPHA may permit a Subcontractor to purchase the service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. LPHA shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Program Element service. The Subcontract must be in writing and contain each of the provisions set forth in Exhibit H, in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Subcontract under the terms of this Agreement or that are necessary to implement Program Element service delivery in accordance with the applicable Program Element Descriptions and the other terms and conditions of this Agreement. LPHA shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to OHA upon request. LPHA must comply with OAR 333-014-0570 and 333-014-0580 and ensure that any subcontractor of a Subcontractor comply with OAR 333-014-0570.
4. **Subcontractor Monitoring.** In accordance with 2 CFR §200.332, LPHA shall monitor each Subcontractor's delivery of Program Element services and promptly report to OHA when LPHA

identifies a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA. LPHA shall promptly take all necessary action to remedy any identified deficiency. LPHA shall also monitor the fiscal performance of each Subcontractor and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Subcontractor's delivery of a Program Element service or in a Subcontractor's compliance with the Subcontract between the Subcontractor and LPHA, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Subcontractor. LPHA must monitor its Subcontractors itself and may not enter into a contract with another entity for monitoring Subcontracts.

5. Alternative Formats and Translation of Written Materials, Interpreter Services. In connection with the delivery of Program Element services, LPHA shall:

- a. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in alternate, if appropriate, formats as required by OHA's administrative rules or by OHA's written policies made available to LPHA.
- b. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, any and all written materials in the prevalent non-English languages in LPHA's service area.
- c. Make available to an LPHA Client, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, oral interpretation services in all non-English languages in LPHA's service area.
- d. Make available to an LPHA Client with hearing impairment, without charge to the LPHA Client, upon the LPHA Client's or OHA's request, sign language interpretation services and telephone communications access services.

For purposes of the foregoing, "written materials" includes, without limitation, all written materials created by LPHA in connection with the Services and all Subcontracts related to this Agreement. The LPHA may develop its own forms and materials and with such forms and materials the LPHA shall be responsible for making them available to an LPHA Client, without charge to the LPHA Client or OHA, in the prevalent non-English language. OHA shall be responsible for making its forms and materials available, without charge to the LPHA Client or LPHA, in the prevalent non-English language.

6. Reporting Requirements. For each calendar quarter or portion thereof, during the term of this Agreement, in which LPHA expends and receives financial assistance awarded to LPHA by OHA under this Agreement, LPHA shall prepare and deliver to OHA the reports outlined below on October 30 (after end of three month period), January 30 (after end of six month period), April 30 (after end of nine month period) and August 20 (after end of 12 month period). The required reports are :

A separate expenditure report for each Program in which LPHA expenditures and receipts of financial assistance occurred during the quarter as funded by indication on the original or formally amended Financial Assistance Award located in the same titled section of Exhibit C of this Agreement. Each report, must be substantially in the form set forth in Exhibit C titled "Oregon Health Authority, Public Health Division Expenditure and Revenue Report."

All reports must be completed in accordance with the associated instructions and must provide complete, specific and accurate information on LPHA's use of the financial assistance disbursed to LPHA hereunder. In addition, LPHA shall comply with all other reporting requirements set forth in this Agreement, including but not limited to, all reporting requirements set forth in applicable Program Element descriptions. OHA may request information and LPHA shall provide if requested by OHA, the amount of LPHA's, as well as any of LPHA's Subcontractors' and sub recipients', administrative costs as part of either direct or indirect costs, as defined by federal regulations and guidance. OHA will accept *revised* revenue and expenditure reports up to 30 calendar days after the due date for the first, second

and third quarter's expenditure reports. OHA will accept *revised* reports up to 14 days after the fourth quarter expenditure report due date. If LPHA fails to comply with these reporting requirements, OHA may withhold future disbursements of all financial assistance under this Agreement, as further described in Section 1 of this Exhibit E.

7. **Operation of Public Health Program.** LPHA shall operate (or contract for the operation of) a public health program during the term of this Agreement. If LPHA uses financial assistance provided under this Agreement for a particular Program Element, LPHA shall include that Program Element in its public health program from the date it begins using the funds provided under this Agreement for that Program Element until the earlier of (a) termination or expiration of this Agreement, (b) termination by OHA of OHA's obligation to provide financial assistance for that Program Element, in accordance with Exhibit F, Section 8 "Termination" or (c) termination by LPHA, in accordance with Exhibit F, Section 8 "Termination", of LPHA's obligation to include that Program Element in its public health program.
8. **Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to LPHA in the delivery of Program Element services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the LPHA concerns a Subcontractor, OHA may require, as a condition to providing the assistance, that LPHA take all action with respect to the Subcontractor reasonably necessary to facilitate the technical assistance.
9. **Payment of Certain Expenses.** If OHA requests that an employee of LPHA, or a Subcontractor or a citizen providing services or residing within LPHA's service area, attend OHA training or an OHA conference or business meeting and LPHA has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of LPHA but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual <http://www.oregon.gov/DAS/Pages/Programs.aspx> as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.
10. **Effect of Amendments Reducing Financial Assistance.** If LPHA and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Program Element, LPHA is not required by this Agreement to utilize other LPHA funds to replace the funds no longer received under this Agreement as a result of the amendment, and LPHA may, from and after the date of the amendment, reduce the quantity of that Program Element service included in its public health program commensurate with the amount of the reduction in financial assistance awarded for that Program Element. Nothing in the preceding sentence shall affect LPHA's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Program Element services actually delivered.
11. **Resolution of Disputes over Additional Financial Assistance Owed LPHA After Termination or Expiration.** If, after termination or expiration of this Agreement, LPHA believes that OHA disbursements of financial assistance under this Agreement for a particular Program Element are less than the amount of financial assistance that OHA is obligated to provide to LPHA under this Agreement for that Program Element, as determined in accordance with the applicable financial assistance calculation methodology, LPHA shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of LPHA's notice to pay LPHA in full or notify LPHA that it wishes to engage in a dispute resolution process. If OHA notifies LPHA that it wishes to engage in a dispute resolution process, LPHA and OHA's Public Health Director (or delegate) shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe LPHA any additional financial assistance or that the amount owed is different than the amount identified by LPHA in its notices, and to give LPHA the opportunity to reconsider its notice. If OHA and LPHA reach agreement on the additional amount owed to LPHA, OHA shall promptly pay that amount to LPHA. If OHA and LPHA continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of

Justice and LPHA counsel approval, binding arbitration. Nothing in this section shall preclude the LPHA from raising underpayment concerns at any time prior to termination of this Agreement under “Resolution of Disputes, Generally” below.

- 12. Resolution of Disputes, Generally.** In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Oregon Department of Justice and LPHA counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
- 13.** Nothing in this Agreement shall cause or require LPHA or OHA to act in violation of state or federal constitutions, statutes, regulations or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Section 1 of this Exhibit E.
- 14. Purchase and Disposition of Equipment.**
- a.** For purposes of this section, “Equipment” means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply. Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network
 - (2) Personal Computer
 - (3) Printer/Plotter
 - (4) Server
 - (5) Storage
 - (6) Software
- b.** For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the LPHA and LPHA is required to accurately maintain the following Equipment inventory records:
- (1) description of the Equipment;
 - (2) serial number;
 - (3) where Equipment was purchased;
 - (4) acquisition cost and date; and
 - (5) location, use and condition of the Equipment
- c.** LPHA shall provide the Equipment inventory list to the Agreement Administrator annually by June 30th of each year. LPHA shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of LPHA or any subcontractors. LPHA shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.
- d.** Upon termination of this Agreement, or any service thereof, for any reason whatsoever, LPHA shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA’s direction, LPHA may be required to deliver said Equipment to a subsequent Subcontractor for that Subcontractor’s use in the delivery of services formerly

provided by LPHA. Upon mutual agreement, in lieu of requiring LPHA to tender the Equipment to OHA or to a subsequent Subcontractor, OHA may require LPHA to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or service termination.

- e. If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition or Footnote authorizing the purchase.
- f. Notwithstanding anything herein to the contrary, LPHA shall comply with CFR Subtitle B with guidance at 2 CFR Part 200 as amended, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- g. Equipment provided directly by OHA to the LPHA and/or its Subcontractor(s) to support delivery of specific program services is to be used for those program services. If the LPHA and/or its Subcontractor(s) discontinue providing the program services for which the equipment is to be used, the equipment must be returned to OHA or transferred to a different provider at the request of OHA.

EXHIBIT F
STANDARD TERMS AND CONDITIONS

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Program Element services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0007, prohibiting discrimination against individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by OHA related to public health programs; (c) all state laws requiring reporting of LPHA Client abuse; (d) ORS 659A.400 to 659A.409, ORS 659A.145; (e) 45 CFR 164 Subpart C; 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 Program Element services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including LPHA and OHA, that employ subject workers who provide Program Element 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.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that LPHA is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a.** LPHA represents and warrants as follows:

 - (1) Organization and Authority.** LPHA is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. LPHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) Due Authorization.** The making and performance by LPHA of this Agreement (a) have been duly authorized by all necessary action by LPHA; (b) 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 or any provision of LPHA’s charter or other organizational document; and (c) 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 LPHA is a party or by which LPHA 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 LPHA of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by LPHA and constitutes a legal, valid and binding obligation of LPHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) Program Element Services. To the extent Program Element services are performed by LPHA, the delivery of each Program Element service will comply with the terms and conditions of this Agreement and meet the standards for such Program Element service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) 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; and (c) 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 OHA is a party or by which OHA 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 OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, 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. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by LPHA or a Subcontractor in connection with the Program Element services with respect to that portion of the intellectual property that LPHA owns, LPHA grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or LPHA grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then LPHA shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any

intellectual property created or delivered by LPHA in connection with the Program Element services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in this Agreement that restrict or prohibit dissemination or disclosure of information, to LPHA to use, copy, distribute, display, build upon and improve the intellectual property.

- c. LPHA shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. LPHA Default. LPHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. LPHA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by LPHA herein or in any documents or reports made by LPHA in connection herewith that are reasonably relied upon by OHA to measure the delivery of Program Element services, the expenditure of financial assistance or the performance by LPHA is untrue in any material respect when made;
- c. LPHA: (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (2) admits in writing its inability, or is generally unable, to pay its debts as they become due; (3) makes a general assignment for the benefit of its creditors; (4) is adjudicated as bankrupt or insolvent; (5) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of LPHA, in any court of competent jurisdiction, seeking: (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of LPHA; (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of LPHA or of all or any substantial part of its assets; or (3) similar relief in respect to LPHA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against LPHA is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- e. The delivery of any Program Element fails to comply satisfactorily to OHA with the terms and conditions of this Agreement or fails to meet the standards for a Program Element as set forth herein, including but not limited to, any terms, condition, standards and requirements set forth in the Financial Assistance Award and applicable Program Element Description.

7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by LPHA to measure performance by OHA is untrue in any material respect when made.
8. **Termination.**
- a. **LPHA Termination.** LPHA may terminate this Agreement in its entirety or may terminate its obligation to include one or more particular Program Elements in its public health program:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if LPHA does not obtain funding, appropriations and other expenditure authorizations from LPHA's governing body, federal, state or other sources sufficient to permit LPHA to satisfy its performance obligations under this Agreement, as determined by LPHA in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as LPHA may specify in the notice; or
 - (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that LPHA no longer has the authority to meet its obligations under this Agreement.
 - b. **OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements described in the Financial Assistance Award:
 - (1) For its convenience, upon at least three calendar months advance written notice to LPHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to LPHA, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Program Elements immediately upon written notice to LPHA, or at such other time as it may determine, if action by the federal government to terminate or reduce funding or if action by the Oregon Legislative Assembly or Emergency Board to terminate or reduce OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to LPHA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to

meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;

- (4) Upon 30 calendar days advance written notice to LPHA, if LPHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to LPHA, if any license or certificate required by law or regulation to be held by LPHA or a Subcontractor to deliver a Program Element service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed or changed in such a way that LPHA or a Subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular Program Element impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to LPHA, if OHA determines that LPHA or any of its Subcontractors have endangered or are endangering the health or safety of an LPHA Client or others in performing the Program Element services covered in this Agreement.

9. Effect of Termination

- a. Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to LPHA under this Agreement, whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Program Element service, from the effective date of this Agreement through the termination date.
- b. Upon termination of LPHA's obligation to perform under a particular Program Element service, OHA shall have: (1) no further obligation to pay or disburse financial assistance to LPHA under this Agreement for administration of that Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for administration of that Program Element; and (2) no further obligation to pay or disburse any financial assistance to LPHA under this Agreement for such Program Element service whether or not OHA has paid or disbursed to LPHA all financial assistance described in the Financial Assistance Award for such Program Element service except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for the particular Program Element service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of the Program Element service or Program Element service capacity of that type performed or made available during the period from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Program Element service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by LPHA with respect to delivery of that Program Element service during the period from the effective date of this Agreement through the termination date.

- c. Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Program Element service, LPHA shall have no further obligation under this Agreement to provide that Program Element service.
- d. **Disbursement Limitations.** Notwithstanding Subsections a. and b. above, under no circumstances will OHA be obligated to provide financial assistance to LPHA for a particular Program Element service in excess of the amount awarded under this Agreement for that Program Element service as set forth in the Financial Assistance Award.
- e. **Survival.** Exercise of a termination right set forth in Section 8 "Termination" of this Exhibit F in accordance with its terms, shall not affect LPHA's right to receive financial assistance to which it is entitled hereunder as described in Subsections a. and b. above or the right of OHA or LPHA to invoke the dispute resolution processes under "Resolution of Disputes over Additional Financial Assistance Owed to LPHA After Termination" or "Resolution of Disputes, Generally" below. Notwithstanding Subsections a. and b. above, exercise of the termination rights in the "Termination" above or termination of this Agreement in accordance with its terms, shall not affect LPHA's obligations under this Agreement or OHA's right to enforce this Agreement against LPHA in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Program Element services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in "Termination" above or termination of this Agreement in accordance with its terms shall not affect LPHA's representations and warranties; reporting obligations; record-keeping and access obligations; confidentiality obligations; obligation to comply with applicable federal requirements; the restrictions and limitations on LPHA's expenditure of financial assistance actually disbursed by OHA hereunder, LPHA's obligation to cooperate with OHA in the Agreement Settlement process; or OHA's right to recover from LPHA; in accordance with the terms of this Agreement; any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure or Misexpenditure. If a termination right set forth in the "Termination" above is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
10. **Insurance.** LPHA shall require first-tier Subcontractors, which are not units of local government, to maintain insurance as set forth in Exhibit I, "Subcontractor Insurance Requirements", which is attached hereto.
11. **Records Maintenance, Access, and Confidentiality.**
- a. **Access to Records and Facilities.** OHA, 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 LPHA that are directly related to this Agreement, the financial assistance provided hereunder, or any Program Element service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, upon 24 hour prior notice to LPHA, LPHA shall permit authorized representatives of OHA to perform site reviews of all Program Element services delivered by LPHA.
- b. **Retention of Records.** LPHA shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Program Element service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, LPHA shall retain the records until the questions are resolved.

- c. **Expenditure Records.** LPHA shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the financial assistance disbursed to LPHA by OHA under this Agreement. In particular, but without limiting the generality of the foregoing, LPHA shall (i) establish separate accounts for each Program Element for which LPHA receives financial assistance from OHA under this Agreement and (ii) document expenditures of financial assistance provided hereunder for employee compensation in accordance with CFR Subtitle B with guidance at 2 CFR Part 200 and, when required by OHA, utilize time/activity studies in accounting for expenditures of financial assistance provided hereunder for employee compensation. LPHA shall maintain accurate property records of non-expendable property, acquired with Federal Funds, in accordance with CFR Subtitle B with guidance at 2 CFR Part 200.
- d. **Safeguarding of LPHA Client Information.** LPHA shall maintain the confidentiality of LPHA Client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, LPHA shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. LPHA shall create and maintain written policies and procedures related to the disclosure of LPHA Client information and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Program Element Services performed under this Agreement requires LPHA or its Subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractors(s) or both access to such OHA Information Assets or Network and Information Systems, LPHA shall comply and require its Subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including 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.
13. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of the parties. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
14. **Assignment of Agreement, Successors in Interest.**
- a. LPHA shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
15. **No Third Party Beneficiaries.** OHA and LPHA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that LPHA's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits

enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. Severability.** The parties agree that 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.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Room 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-373-7889

COUNTY: Deschutes County,
George Conway
2577 NE Courtney Drive
Bend, Oregon 97701-7368
Telephone: (541) 322-7502
Email: George.Conway@deschutes.org

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any Amendments so executed shall constitute an original.
- 21. Integration and Waiver.** This Agreement, including all Exhibits, 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 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. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a

reasonable, lawful and effective meaning to this Agreement to the extent possible, consistent with the public interest.

- 23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the LPHA (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the LPHA on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the LPHA is jointly liable with the State (or would be if joined in the Third Party Claim), the LPHA shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the LPHA on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the LPHA on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The LPHA's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 24. Indemnification by LPHA Subcontractor.** LPHA shall take all reasonable steps to cause its subcontractor, that are not units of local government as defined in ORS 190.003, if any, to 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 LPHA's subcontractors or any of the officers, agents, employees or subcontractors of the subcontractor ("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 subcontractor from and against any and all Claims.

EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of Section 2 of Exhibit F, LPHA shall comply and, as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to LPHA, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** LPHA shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Program Element Services. Without limiting the generality of the foregoing, LPHA expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal 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 this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then LPHA shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then LPHA shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency. LPHA shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** LPHA shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, the LPHA certifies, to the best of the LPHA's knowledge and belief that:

 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of LPHA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the LPHA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The LPHA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to LPHA under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f. No part of any federal funds paid to LPHA under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to LPHA under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** LPHA shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 *et seq.*). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the

purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Sub-recipients, as defined in 45 CFR 75.2, which includes, but is not limited to LPHA, shall comply, and LPHA shall require all Subcontractors to 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.
8. **Debarment and Suspension.** LPHA shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (see 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** LPHA shall comply and require all Subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) LPHA 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 LPHA's workplace or while providing services to OHA clients. LPHA's notice shall specify the actions that will be taken by LPHA 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, LPHA'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 Agreement 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 Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither LPHA, or any of LPHA's employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the LPHA or LPHA's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the LPHA or LPHA's employee, officer, agent or Subcontractor's performance of essential job function or creates a direct threat to LPHA Clients or others. Examples of abnormal behavior include,

but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** LPHA shall comply and require all sub-contractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** To the extent LPHA provides any Service whose costs are paid in whole or in part by Medicaid, LPHA shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. LPHA shall acknowledge LPHA's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **ADA.** LPHA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, LPHA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to

another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- c. 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) 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.

15. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.317 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.
16. **FEMA.** This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this Agreement..

EXHIBIT H
REQUIRED SUBCONTRACT PROVISIONS

1. **Expenditure of Funds.** Subcontractor may expend the funds paid to Subcontractor under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a. Subcontractor may not expend on the delivery of _____ any funds paid to Subcontractor under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b. If this Agreement requires Subcontractor to deliver more than one service, Subcontractor may not expend funds paid to Subcontractor under this Contract for a particular service on the delivery of any other service.
 - c. Subcontractor may expend funds paid to Subcontractor 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.** LPHA, 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 Subcontractor that are directly related to this Contract, the funds paid to Subcontractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Subcontractor shall permit authorized representatives of LPHA and the Oregon Health Authority to perform site reviews of all services delivered by Subcontractor hereunder.
 - b. **Retention of Records.** Subcontractor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Subcontractor 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 above period, Subcontractor shall retain the records until the questions are resolved.
 - c. **Expenditure Records.** Subcontractor shall establish such fiscal control and fund accounting procedures as are necessary to ensure proper expenditure of and accounting for the funds paid to Subcontractor under this Contract. In particular, but without limiting the generality of the foregoing, Subcontractor shall (i) establish separate accounts for each type of service for which Subcontractor is paid under this Contract and (ii) document expenditures of funds paid to Subcontractor 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 Subcontractor under this Contract for employee compensation. Subcontractor 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 Client Information.** Subcontractor shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the preceding sentence, Subcontractor shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to LPHA by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such

policies and procedures available to LPHA and the Oregon Health Authority for review and inspection as reasonably requested.

- e. **Information Privacy/Security/Access.** If the services performed under this Agreement requires Subcontractor to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants LPHA, its Subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, Subcontractor(s) shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including 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 Program Element services, LPHA shall make available to LPHA Client, without charge, upon the LPHA Client's reasonable request:

- a. All written materials related to the services provided to the LPHA Client in alternate formats.
- b. All written materials related to the services provided to the LPHA Client in the LPHA Client's language.
- c. Oral interpretation services related to the services provided to the LPHA Client to the LPHA Client in the LPHA Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the LPHA Client.

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

4. Compliance with Law. Subcontractor 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, Subcontractor 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 public health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to public health programs; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Subcontractor, 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, Subcontractor shall comply, as if it were LPHA thereunder, with the federal requirements set forth in Exhibit G to that certain 2009-2010 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority dated as of July 1, 2010, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

5. **Grievance Procedures.** If Subcontractor employs fifteen (15) or more employees to deliver the services under this Contract, Subcontractor 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.

Subcontractor shall ensure that its employees and governing board members are familiar with the civil rights compliance responsibilities that apply to Subcontractor and are aware of the means by which employees may make use of the employee grievance procedures. Subcontractor 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 Subcontractor employee manual that describes the Subcontractor 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 Subcontractor is a State of Oregon governmental agency, Subcontractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or LPHA.
7. **Indemnification.** To the extent permitted by applicable law, Subcontractors that are not units of local government as defined in ORS 190.003, 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, LPHA, 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 Subcontractor, including but not limited to the activities of Subcontractor or its officers, employees, Subcontractors or agents under this Contract.
8. **Required Subcontractor Insurance Language.**
- a. First tier Subcontractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Subcontractor’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit I of the 2021-2023 Intergovernmental Agreement for the Financing of Public Health Services between LPHA and the Oregon Health Authority and incorporated herein by this reference.
 - b. Subcontractor(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 Subcontractor 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 Subcontractor from and against any and all Claims.
9. **Subcontracts.** Subcontractor shall include Sections 1 through 7, in substantially the form set forth above, in all permitted subcontracts under this Agreement.

**EXHIBIT I
SUBCONTRACTOR INSURANCE REQUIREMENTS**

General Requirements. LPHA shall require its first tier Subcontractors(s) that are not units of local government 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 Subcontractors perform under contracts between LPHA and the Subcontractors (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 OHA. LPHA shall not authorize Subcontractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, LPHA shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. LPHA shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Subcontractor 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 LPHA permit a Subcontractor to work under a Subcontract when the LPHA is aware that the Subcontractor is not in compliance with the insurance requirements. As used in this section, a "first tier" Subcontractor is a Subcontractor with whom the LPHA directly enters into a Subcontract. It does not include a subcontractor with whom the Subcontractor enters into a contract.

TYPES AND AMOUNTS.

1. 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). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. PROFESSIONAL LIABILITY

Required by OHA **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

3. COMMERCIAL GENERAL LIABILITY **Required by OHA** **Not required by OHA.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OHA. 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 OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage: Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE **Required by OHA** **Not required by OHA.**

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 OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage: Per occurrence for all claimants for claims arising out of a single accident or occurrence:

Subcontract not-to-exceed under this Agreement:	Required Insurance Amount:
\$0 - \$1,000,000.	\$1,000,000.
\$1,000,001. - \$2,000,000.	\$2,000,000.
\$2,000,001. - \$3,000,000.	\$3,000,000.
In excess of \$3,000,001.	\$4,000,000.

5. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the Subcontractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subcontractor 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 the Subcontract, for a minimum of 24 months following the later of: (i) the Subcontractor's completion and LPHA's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subcontractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
7. **NOTICE OF CANCELLATION OR CHANGE.** The Subcontractor or its insurer must provide 30 calendar days' written notice to LPHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **CERTIFICATE(S) OF INSURANCE.** LPHA shall obtain from the Subcontractor a certificate(s) of insurance for all required insurance before the Subcontractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT J

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

PE07 HIV Prevention Services

Federal Award Identification Number:	NU62PS924543	NU62PS924543
Federal Award Date:	3/12/2021	12/17/2020
Budget Performance Period:	01/01/2022-12/31/2022	01/01/2021-12/31/2021
Awarding Agency:	CDC	CDC
CDFA Number:	93.940	93.940
CFDFA Name:	HIV Prevention Activities,	Integrated HIV
Total Federal Award:	\$2,500,170	\$2,500,170
Project Description:	Integrated HIV Prevention	Integrated HIV
Awarding Official:	Arthur Lusby	Nelson Colon-Cartagena
Indirect Cost Rate:	17.64%	17.64%
Research and Development (T/F):	FALSE	FALSE
PCA:	TBD	53283
Index:	50403	50403

Agency	DUNS No.	Amount	Amount
Deschutes	030805147	\$12,351.00	\$12,351.00

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

Federal Award Identification Number:	NU90TP922036
Federal Award Date:	01/13/2021
Budget Performance Period:	07/01/2021-06/30/2022
Awarding Agency:	CDC
CDFA Number:	93.069
CFDFA Name:	Public Health Emergency Preparedness
Total Federal Award:	8,106,290
Project Description:	Public Health Emergency Preparedness
Awarding Official:	Randolph Williams
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50407

Agency	DUNS No.	Amount
Deschutes	030805147	\$109,613.00

PE36 Alcohol & Drug Prevention Education Program (ADPEP)

Federal Award Identification Number:	B08T1083068-01
Federal Award Date:	9/27/2020
Budget Performance Period:	10/01/2019-09/30/2021
Awarding Agency:	SAMHSA
CDFA Number:	93.959
CFDFA Name:	Substance Abuse
Total Federal Award:	\$20,975,823
Project Description:	Substance Abuse
Awarding Official:	Odessa Crocker
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	52508
Index:	50341

Agency	DUNS No.	Amount
Deschutes	030805147	\$87,695.56

PE40-01 WIC NSA: July - September

Federal Award Identification Number:	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	03/12/2021	03/12/2021	03/12/2021
Budget Performance Period:	10/01/2020-09/30/2021	10/01/2020 - 9/30/2021	10/01/2020-09/30/2021
Awarding Agency:	FNS USDA	FNS USDA	FNS USDA
CDFA Number:	10.557	10.557	10.557
CFDFA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	\$26,840,681	\$26,840,681	\$26,840,681
Project Description:	WIC Admin	WIC Nutrition Education	WIC Breastfeeding
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.56%	17.56%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	52278	52280	52279
Index:	50331	50331	50331

Agency	DUNS No.	Amount	Amount	Amount
Deschutes	030805147	\$141,949.00	\$36,929.00	\$5,768.00

PE40-02 WIC NSA: October - June

Federal Award Identification Number:	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	03/12/2021	03/12/2021	03/12/2021
Budget Performance Period:	10/01/2020 - 9/30/2021	10/01/2020-09/30/2021	10/01/2020-06/30/2021
Awarding Agency:	USDA FNS	USDA FNS	USDA FNS
CDFA Number:	10.557	10.557	10.557
CFDFA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	\$30,000,000	\$30,000,000	\$30,000,000
Project Description:	Supplemental Nutrition Program (WIC) Admin	Supplemental Nutrition Program (WIC) Nutrition	Supplemental Nutrition Program (WIC) BF
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.56%	17.56%	17.64%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	TBD	TBD	TBD
Index:	50331	50331	50331

Agency	DUNS No.	Amount	Amount	Amount
Deschutes	030805147	\$411,446.00	\$107,188.00	\$17,304.00

PE42-11 MCAH Title V

Federal Award Identification Number:	B0440157	B04MC33862
Federal Award Date:	03/08/2021	03/08/2021
Budget Performance Period:	10/01/2020 - 09/30/2022	10/01/2019 - 09/30/2021
Awarding Agency:	DHHS/HRSA	DHHS/HRSA
CDFA Number:	93.994	93.994
CFDFA Name:	MCH Title V Block Grant	MCH Title V Block Grant
Total Federal Award:	\$4,627,120	4,6427,190
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services
Awarding Official:	Ann Ferrero	Carolyn Gleason
Indirect Cost Rate:	10%	10%
Research and Development (T/F):	FALSE	FALSE
PCA:	52308	52235
Index:	50336	50336

Agency	DUNS No.	Amount	Amount
Deschutes	030805147	\$66,429.00	\$0.00

PE42-12 MCAH Oregon Mothers Care Title V

Federal Award Identification Number:	B0440157	B04MC33862
Federal Award Date:	03/08/2021	03/17/2020
Budget Performance Period:	10/1/2020 - 09/30/2022	10/01/2019 - 09/30/2021
Awarding Agency:	DHHS/HRSA	DHHS/HRSA
CDFA Number:	93.994	93.994
CFDFA Name:	MCH Title V Block Grant	MCH Title V Block Grant
Total Federal Award:	\$4,627,120	\$4,627,120
Project Description:	Maternal and Child Health Services	Maternal and Child Health Services
Awarding Official:	Ann Ferrero	Carolyn Gleason
Indirect Cost Rate:	10%	10%
Research and Development (T/F):	FALSE	FALSE
PCA:	52311	52238
Index:	50336	50336

Agency	DUNS No.	Amount	Amount
Deschutes	030805147	\$58,730.00	\$0.00

PE43-01 Public Health Practice (PHP) - Immunization Services

Federal Award Identification Number:	NH23IP922626
Federal Award Date:	3/31/21
Budget Performance Period:	07/01/2019-06/30/2024
Awarding Agency:	HHS/CDC
CDFA Number:	93.268
CFDFA Name:	Immunization Cooperative Agreements
Total Federal Award:	86,490,216
Project Description:	Immunization and Vaccines for Children
Awarding Official:	Divya Cassity
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50404

Agency	DUNS No.	Amount
Deschutes	030805147	\$49,756.00

PE50 Safe Drinking Water (SDW) Program (Vendors)

Federal Award Identification Number:	98009020	TBD	TBD
Federal Award Date:	09/09/2020	TBD	TBD
Budget Performance Period:	10/01/2020-09/30/2023	10/01/2020-09/30/2021	10/01/2021-09/30/2022
Awarding Agency:	EPA	EPA	EPA
CDFA Number:	66.468	66.432	66.432
CFDFA Name:	Capitalization Grants for Drinking Water State	State Public Water System Supervision	State Public Water System Supervision
Total Federal Award:	17384400	1841000	TBD
Project Description:	FF2020 Oregon's Drinking	FFY2021 Oregon State	FFY2022 Oregon State
Awarding Official:	Harold Rogers	Harold Rogers	Harold Rogers
Indirect Cost Rate:	17.64%	17.64%	TBD
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	51987	51315	TBD
Index:	50204	50204	50204

Agency	DUNS No.	Amount	Amount	Amount
Deschutes	030805147	\$33,791.00	\$7,040.00	\$21,119.00

PE60 Suicide Prevention, Intervention and Postvention

Federal Award Identification Number:	H79SM082094
Federal Award Date:	6/11/2020
Budget Performance Period:	06/30/2021-06/29/2022
Awarding Agency:	SAMHSA
CDFA Number:	93.243
CFDFA Name:	Substance Abuse and Mental Health Services Projects of Regional and National Significance
Total Federal Award:	\$736,000
Project Description:	Oregon GLS Youth Suicide Intervention and Prevention Initiative
Awarding Official:	Jennifer Cappella
Indirect Cost Rate:	17.86%
Research and Development (T/F):	FALSE
PCA:	TBD
Index:	50339

Agency	DUNS No.	Amount
Deschutes	030805147	\$29,251.00



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 14, 2021

SUBJECT: Series 2012 Full Faith and Credit Obligation Refunding Proposal

RECOMMENDED MOTION:

Move approval of Resolution No. 2021-056 authorizing the County's refinancing of its Series 2012 Full Faith and Credit Obligations.

BACKGROUND AND POLICY IMPLICATIONS:

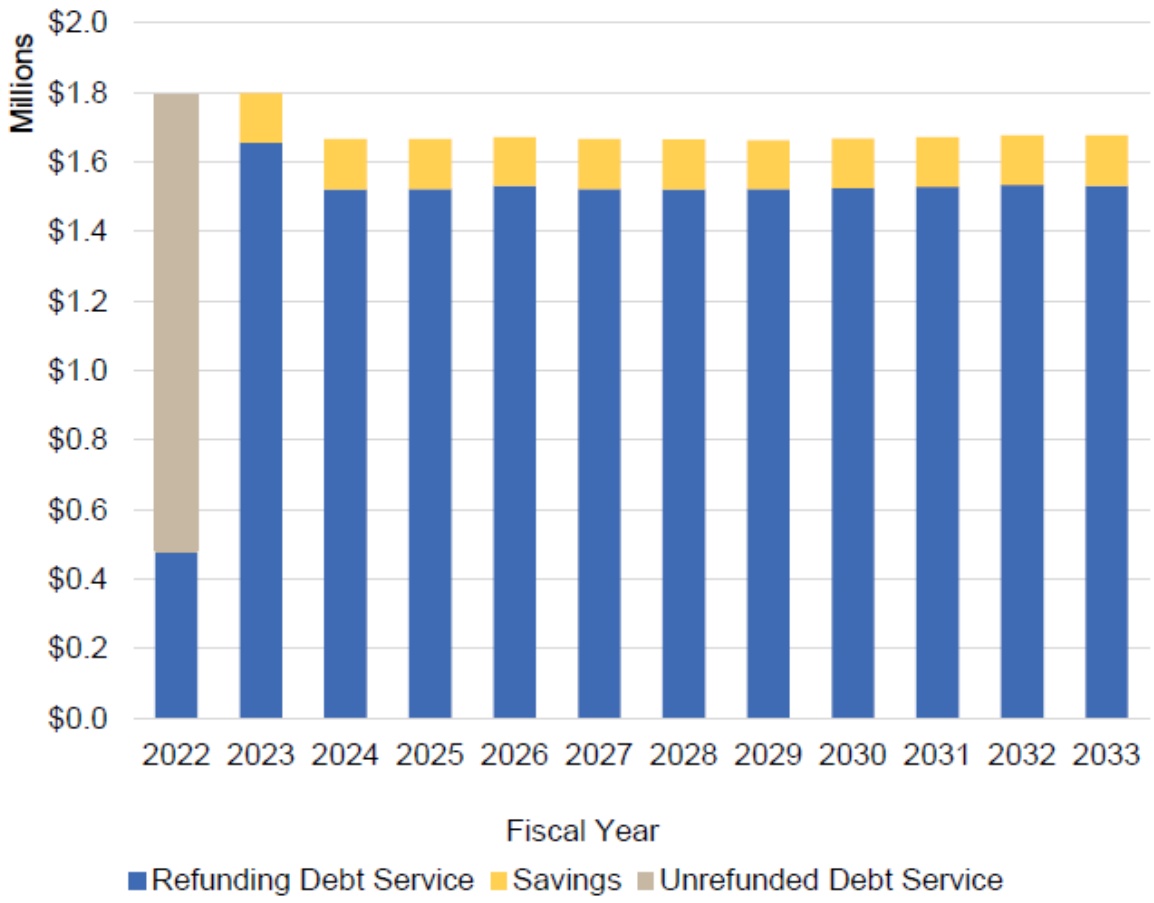
The County has a number of outstanding bond issues at various rates of interest. When bonds are issued, the terms of the issue include a date at which time the bonds can be paid off early or refinanced. This is referred to as the "call date".

In 2012, the County issued its Series 2012 Full Faith and Credit Refunding Obligations. These bonds are callable on December 1, 2021. The County can refund the bonds with tax-exempt debt beginning on September 2, 2021 which is 90 days from the call date.

The 2012 bonds were issued to refund the County's Series 2003 Full Faith and Credit Obligations which were issued to finance the construction of the Deschutes Services Building, the La Pine Service Center, the County warehouse, storage buildings for the Fair & Expo Center, sewer system improvements for the La Pine Sewer District, Solid Waste facilities, improvements to the County Sheriff radio system and various property acquisition, remodeling and infrastructure projects.

There are approximately 12 years remaining on the term of the 2012 bonds. In the current interest rate environment, the County can refinance the bonds to achieve debt service savings. The preliminary savings estimate of refunding the debt for the remaining term is approximately \$1.4 million.

Estimated Savings



The County solicited proposals from 25 commercial banks to provide financing terms in connection with the considered refinance. Proposals are due July 7, 2021 and will be evaluated shortly thereafter.

If approved, this resolution gives the County Administrator or the County Treasurer and Chief Financial Officer the authority to make all necessary decisions to proceed with refunding the Series 2012 bonds.

BUDGET IMPACTS:

Refunding the Series 2012 bonds will save the County an estimated \$1.4 million in debt interest expense over the remaining twelve years of the bond term.

ATTENDANCE:

Greg Munn, County Treasurer and Chief Financial Officer

REVIEWED

LEGAL COUNSEL



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Authorizing the County’s *
Refinancing of its Series 2012 Full Faith * RESOLUTION NO. 2021-056
and Credit Obligations *

WHEREAS, Deschutes County, Oregon (the “County”) is authorized by Oregon Revised Statutes (“ORS”) Sections 271.390 and 287A.360 to enter into financing agreements to finance or refinance real or personal property that the Board of County Commissioners (the “Board”) determines is needed so long as the estimated weighted average life of the financing agreement does not exceed the estimated dollar weighted average life of the property that is financed; and

WHEREAS, the County is authorized by ORS 287A.105 to incur bonded indebtedness within the meaning of Section 10, Article XI of the Oregon Constitution in an amount not to exceed one percent of the real market value of the taxable property in the County, in the form of a financing agreement, and to commit the County’s full faith and credit and taxing power pursuant to ORS 287A.315 to pay the amounts due under the financing agreement; and

WHEREAS, the County previously refinanced the construction of the County/State Government Center, the La Pine County Service Center, a new County warehouse, storage buildings for the fair/expo center, sewer system improvements for the La Pine Sewer District, various property acquisition, remodeling and infrastructure projects and other projects associated with the construction projects (collectively, the “Refunded Projects”) pursuant to a Financing Agreement (the “2012 Financing Agreement”) and an Escrow Agreement (the “2012 Escrow Agreement”), each dated as of March 29, 2012; and

WHEREAS, the 2012 Escrow Agreement authorized the issuance of Full Faith and Credit Obligations, Series 2012 in the original aggregate principal amount of \$26,345,000 (the “2012 Obligations”); and

WHEREAS, the County may be able to reduce its debt service costs by refinancing all or a portion of its obligations under the 2012 Financing Agreement and the 2012 Escrow Agreement; and

WHEREAS, the Board hereby determines that the Refunded Projects were needed at the time the 2012 Obligations were issued and remain needed, and that it is desirable to refinance all or a portion of the Refunded Projects pursuant to ORS 271.390 and ORS 287A.360; and

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

Section 1. Authorization.

The County Treasurer and Chief Financial Officer, the County Administrator, or the County Treasurer and Chief Financial Officer’s designee (each of whom is referred to herein as a “County Official”) are hereby authorized on behalf of the County and without further action by the Board, to:

1.1. Negotiate, execute and deliver one or more financing agreements, loan agreements, credit facilities, or other financing documents (the “Financing Agreements”) in an aggregate principal amount that provides net proceeds sufficient to refinance all or a portion of the County’s obligations under the 2012 Financing Agreement and the 2012 Escrow Agreement and to pay estimated costs of the refinancing. Subject to the limitations of this Resolution, the Financing Agreements may be in such form and contain such terms as the County Official may approve.

1.2. Negotiate, execute and deliver one or more escrow agreements or similar documents (the “Escrow Agreements”) which provide for the issuance of one or more series of “certificates of participation” or “full faith and credit obligations” (the “Obligations”) which represent ownership interests in the financing payments due from the County under the Financing Agreements. Subject to the limitations of this Resolution, the Escrow Agreements and each series of Obligations may be in such form and contain such terms as the County Official may approve.

1.3. Deem final and authorize the distribution of a preliminary official statement for each series of Obligations, authorize the preparation and distribution of a final official statement or other disclosure document for each series of Obligations, and enter into agreements to provide continuing disclosure for owners of each series of Obligations.

1.4. Engage the services of escrow agents, escrow deposit agents, trustees or verification agents, and any other professionals whose services are desirable for the Financing Agreements, and enter into agreements with those service providers.

1.5. Select the maturities of any obligations to be refunded and cause notice of call and redemption to be given.

1.6. Determine the final principal amount of each Financing Agreement, the interest rate or rates which each series of financing payments shall bear, the County’s prepayment rights and other terms of each Financing Agreement and each series of Obligations.

1.7. Solicit competitive bids for the purchase of each series of the Obligations and award their sale to the bidder offering the most favorable terms to the County; or select one or more underwriters, negotiate with those underwriters the terms of the sale of each series of Obligations, and sell that series to those underwriters; or place any Financing Agreement directly with a commercial bank or other lender.

1.8. Undertake to provide continuing disclosure for each series of Obligations in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.

1.9. Apply for ratings for each series of Obligations, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancement for each series of Obligations, enter into agreements with the those providers of credit enhancement.

1.10. Issue any qualifying Financing Agreement as a “tax-exempt bond” bearing interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended (the “Code”) and enter into covenants to maintain the excludability of interest on those Financing Agreements from gross income under the Code.

1.11. Issue any Financing Agreement as a “taxable bond” bearing interest that is includable in gross income under the Code.

1.12. Designate any qualifying Financing Agreement as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code, if applicable.

1.13. Execute and deliver any other certificates or documents and take any other actions which the County Official determines are desirable to issue, sell and deliver the Financing Agreements in accordance with this Resolution.

Section 2. Security.

The Financing Agreements shall constitute “limited tax bonded indebtedness” as defined in ORS 287A.105 and the obligation of the County to make financing payments under the Financing Agreements is unconditional. Pursuant to ORS 287A.315, the County Official may pledge the County’s full faith and credit and taxing power within the limitations of Section 11 and 11b of Article XI of the Oregon Constitution, and any and all of the County’s legally available funds, including the proceeds of the Financing Agreements, to make the payments due under the Financing Agreements.

Section 3. Appointment of Special Counsel and Municipal Advisor.

The law firm of Hawkins Delafield & Wood LLP is appointed as special counsel to the County, and PFM Financial Advisors LLC is appointed as municipal advisor to the County, with respect to the Obligations.

Section 4. Effective Date.

This Resolution shall take effect immediately upon its adoption.

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 14, 2021

SUBJECT: American Rescue Plan Act Funding Discussion

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

On June 21, 2021 staff presented an update to the Board on the status of the American Rescue Plan Act (ARPA) funding including a review of federal guidance and Board priorities to establish a framework from which to assist the Board in allocation of ARPA funds.

The list of potential uses of ARPA funds was sorted into broad categories based on the most current federal eligibility rules available at the time.

The purpose of this agenda item is to review the project planning list in light of recently updated federal eligibility guidance and establish a funding review protocol moving forward.

At the time of the due date for the submission of this staff report staff is reviewing the newly updated federal guidance and will present that information and the project planning list at the Board meeting.

BUDGET IMPACTS:

The County received half of the \$38 million in ARPA funds in May 2021 and expects to receive the second half in May 2022. All \$38 million is included in the current fiscal year adopted budget.

ATTENDANCE:

Greg Munn, County Treasurer and Chief Financial Officer
Dan Emerson, Budget Manager



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 14, 2021

SUBJECT: 2nd reading of Ordinance No. 2021-010 - An Ordinance Amending Sections of Deschutes County Code 1.08, 1.16, 13.12 and 13.36.

RECOMMENDED MOTION:

Move approval of Ordinance No. 2021-010.

BACKGROUND AND POLICY IMPLICATIONS:

The Board held a public hearing on June 30, 2021, to consider Ordinance Number 2021-010, an ordinance amending sections of Deschutes County Code 1.08, 1.16, 13.12 and 13.36. The amendments are specific to: (a) updating the definitions within the solid waste code to correspond with State definitions, as well as regional standards, and (b) identifying and defining a prescriptive method for nuisance abatement.

As no individuals provided testimony, the Board closed the oral and written record for the hearing and deliberated on the proposed text amendments. In deliberations a scrivener's error was identified with request for correction involving the ordinance number. The Board then voted to approve the amendments and conducted a first reading (by title only) of the Ordinance 2021-010.

BUDGET IMPACTS: None

ATTENDANCE: John Griley, Code Compliance Specialist, CDD; Daniel Smith, Code Compliance Specialist, CDD; Angela Havniear, Administrative Manager, CDD.

REVIEWED

LEGAL COUNSEL

07/14/2021 Item #9.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Sections of Deschutes
County Code 1.08, 1.16, 13.12, and 13.36.

*
*
*
*

ORDINANCE NO. 2021-010

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

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

WHEREAS, Deschutes County Community Development Department (CDD) Code Compliance staff has identified beneficial clarifications and procedural efficiencies that can be made to the County’s Nuisance Code in the areas of Solid Waste Code violation and development of a prescriptive abatement code; and

WHEREAS, CDD Code Compliance staff have identified other procedural efficiencies and minor updates that can be made to other provisions within the County Code related to code enforcement; and

WHEREAS, the Board of County Commissioners of Deschutes County considered this matter at a duly noticed public hearing on June 30, 2021, and concluded that the public will benefit from the proposed amendments to sections 1.08, 1.16, 13.12, and 13.36 of DCC; now therefore,

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

Section 1. AMENDMENT. DCC 1.08, is amended to read as described in Exhibit “A,” attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 2. AMENDMENT. DCC 1.16, is amended to read as described in Exhibit “B,” attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 3. AMENDMENT. DCC 13.12, is amended to read as described in Exhibit “C,” attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 4. AMENDMENT. DCC 13.36, is amended to read as described in Exhibit "D," attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strike through~~ as fully appearing in Exhibit D are enacted as provided in Section 5.

Section 5. ADOPTION. This Ordinance takes effect 90 days after second reading.

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PHIL CHANG, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR, Commissioner

Date of 1st Reading: ____ day of _____, 2021.

Date of 2nd Reading: ____ day of _____, 2021.

	Record of Adoption Vote			
Commissioner	Yes	No	Abstained	Excused

Patti Adair	_____
Phil Chang	_____
Anthony DeBone	_____

Effective date: ____ day of _____, 2021.

Chapter 1.08. COUNTY POWERS

* * *

1.08.025. Code Enforcement Powers; Designation.

In addition to the authority and powers granted to the County by ORS Chapter 153, and any other provisions of the Deschutes County Code, and upon authorization of the supervising department head/elected official, the county job classifications listed below shall be deemed a "civil code enforcement officer" for purposes of DCC and ORS, and shall have full authority to issue and prosecute any and all citations for violations of the Deschutes County Code:

- A. Field Law Enforcement Technician;
 - B. Code ~~Enforcement Compliance Technician~~ Specialist;
 - C. Building Official;
 - D. Assistant Building Official;
 - E. Forester;
 - F. Sanitarian/Environmental Health Specialist;
 - G. Community Development Director;
 - H. Planning Manager/Planning Director/Planner;
 - I. Legal Counsel; and
 - J. Assistant Legal Counsel
- (Ord. 2021-010, §1, 2021; Ord. 2020-005 2020; Ord. 2014-105 2014)

Chapter 1.16. CODE VIOLATIONS AND ENFORCEMENT

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- [1.16.100 Abatement Procedure](#)
- [1.16.110 Continuing Violations](#)
- [1.16.115 Summary Abatement](#)
- [1.16.120 Remedies Not Exclusive](#)
- [1.16.130 Notice of Public Nuisance and Abatement Procedure](#)
- [1.16.140 Abatement](#)
- [1.16.145 Abatement Cost, Notice and Collection](#)
- [1.16.150 Habitual Nuisance Property](#)
- [1.16.155 Abatement Procedure for Habitual Nuisance Property](#)
- [1.16.160 Appeal of Code Compliance Interpretation](#)
- [1.16.170 Penalties](#)
- [1.16.180 Separate Violations](#)

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1.16.010. Violations Deemed Class A or B Classification-Penalties.

- A. Violation of a county ordinance shall be punishable, upon conviction, by fine or by the specific remedies specified within the County Code, including but not limited to equitable and injunctive relief ordered by a County Hearings Officer, Justice Court, or Circuit Court.
- B. Each county ordinance specifying a county offense shall classify the ordinance violation as a Class A or Class B violation.
- C. A sentence to pay a fine for a violation of a county ordinance shall be a sentence to pay an amount not exceeding the Maximum Fines provided in ORS 153.018.
- D. Notwithstanding this section and DCC 1. 16.030, for violations of Chapters 13.04, 13.08, 13.36, 15.04 and 15.10 and Titles 17 18 and 19, the Presumptive and Minimum fine amount shall be the Maximum Fine amount described in DCC 1.16.010(C).
- E. For violations of County Code provisions not listed in DCC 1.16.010(D), the Presumptive and Minimum Fine amounts shall be as provided in ORS Chapter 153.
- F. A land use application for a property with an existing code violation will be accepted, but may not be processed by the County based on application of DCC 2220.015.
- G. Notwithstanding DCC 1. 16.010(D), the court or the hearings officer may (but is not required) impose a fine lower than the fine provided in those two sections, upon an identified finding of mitigating factors including, but not limited to, indigence of the defendant, severity of the violation, number of times the defendant has been previously cited for Deschutes County Code violations; length of time the violation has existed; and reason(s) the violation has not been cured.

([Ord. 2021-010, §2, 2021](#); Ord. 2020-001 §1 2020; Ord. 2015-020 §1, 2015; Ord. 2014-003§1, 2014; Ord. 2013-015 §1 2013; Ord. 2008-026 §1, 2008; Ord. 2003-021 §3, 2003; Ord. 2002-016 §1, 2002; 86-076 §1, 1986)

* * *

1.16.035. Search warrants-Statutory Provisions Adopted.

- A. The definition of "offense" as set forth in ORS 161.505 is adopted:
- B. An offense is conduct for which a sentence to a term of imprisonment or to a fine is provided by any law of this state or by any law or ordinance of a political subdivision of this state. An offense is a crime or a violation.
- C. ORS 133.535 (3), which allows for property that has been used, or is possessed for the purpose of being used, to commit or conceal the commission of an offense to be the subject of search and seizure is adopted hereby by reference.
- D. Unless otherwise specified in DCC or ORS, ~~t~~The procedure established for obtaining search warrants as set forth in ORS 133.545 through 133.703 is adopted hereby by reference.
(Ord. 2021-010, §2, 2021; Ord. 2003-021 2003; Ord. 96-025 §1, 1996)

1.16.040. Other Remedies Not Precluded—injunctive Relief/Abatement.

- A. The procedure established by DCC I. 16.010 through DCC I. 16.060 shall be the exclusive procedure for imposing a fine; provided, however, such sections shall not prohibit, in any manner, alternative remedies, including but not limited to injunction, nor shall the County be prohibited from recovering any expense incurred in any injunction action including abatement.
- B. In addition to a fine, any citation for a violation of a county ordinance may include a request for injunctive relief and/or abatement of the violation.
- C. The county's representative may also request injunctive relief and/or abatement at the time of arraignment or trial.
- D. Upon entering judgment against a person for violating a county ordinance, the court may, in addition any other penalty imposed by law, enter orders for injunctive relief and/or abatement, requiring the person to cease and desist and to correct the violation(s).
(Ord. 2021-010, §2, 2021; Ord. 2013-015 §1, 2013; Ord. 86-076 §4, 1986)

* * *

ABATEMENT

1.16.100. Unenumerated nuisances

- A. The acts, conditions or objects specifically enumerated and defined within DCC and as applicable, are declared public nuisances and such acts, conditions or objects may be abated by any of the procedures set forth in Sections 1.16.115 and 1.16.140, et seq.
- B. In addition to the nuisances specifically enumerated in this DCC, every other circumstance, substance or act which is determined by the Community Development Director or the County Administrator to be injurious or detrimental to the public health, safety or welfare of the County is declared a nuisance and may be abated as provided in Sections 1.16.115 and 1.16.140 et seq.
(Ord. 2021-010, §2, 2021)

1.16.110. Continuing Violation

Each day that a nuisance continues to exist constitutes a separate violation and a separate penalty may be assessed for each day the violation continues.
(Ord. 2021-010, §2, 2021)

1.16.115. Summary Abatement

The procedure(s) provided by DCC Chapter 1.16 are not exclusive, but are in addition to procedures provided by other sections of DCC. The Community Development Director or designee may proceed summarily to abate a health or other nuisance which unmistakably exists and which imminently endangers health or property. The cost of the summary abatement shall be paid by the property owner and shall be a lien on the property where the nuisance was abated. (Ord. 2021-010, §2, 2021)

1.16.120. Remedies Not Exclusive

The abatement of a nuisance is not a penalty for violating the nuisance provisions of DCC, but is an additional remedy. The imposition of a civil infraction fine or administrative penalty does not relieve a person of the duty to abate the nuisance. (Ord. 2021-010, §2, 2021)

1.16.130. Notice of Public Nuisance and Abatement Procedure

- A. If the Community Development Director or designee is satisfied that a public nuisance exists, the Community Development Director or designee shall cause a Notice of Abatement to be posted on the premises, or at the site of the nuisance, directing the person or persons in charge of the property to abate the nuisance.
- B. At the time of posting, the Community Development Director or designee shall cause a copy of the Notice of Abatement to be forwarded by registered or certified mail, postage prepaid, to the person or persons in charge of the property and the owner of the property, if different than the person in charge of property, (or registered agent) at the last known address of such person(s) as shown on the tax rolls of Deschutes County.
- C. If the property is unimproved, the Community Development Director or designee shall cause a Notice of Abatement to be sent by registered or certified mail, postage prepaid, to the person or persons in charge of the property and the owner of the property, if different than the person in charge of property (or registered agent), at the last known address of such person(s) as shown on the tax rolls of Deschutes County.
- D. If the registered/certified Notice of Abatement is returned as undeliverable or is unclaimed by the property owner, nothing shall preclude the County from exercising its option to abate the nuisance as specified herein in Section 1.16.140. The Notice of Abatement to abate shall contain:
 - 1. A description of the real property, by street address or otherwise, on which the nuisance exists.
 - 2. A direction to abate the nuisance within 10 days from the date of notice.
 - 3. A description of the nuisance.
 - 4. A statement that unless the nuisance is removed, the County may abate the nuisance and the full cost of abatement including administrative charges will be charged to the person responsible and shall become a lien on the property.
 - 5. A statement that failure to abate a nuisance may warrant imposition of a fine or administrative penalty upon the person responsible for the nuisance. The fine or administrative penalty may be issued at any time there is a violation of this code.

- 6. A statement that the person responsible may protest the order to abate by giving written notice to the Community Development Director or designee within 10 days from the date of the notice, together with a written statement as to why a nuisance should not be declared.
 - E. If the person in charge of the property is not the owner, an additional Notice of Abatement shall be sent to the owner at the time of posting of the Notice of Abatement stating that the cost of abatement not paid by the person responsible shall be assessed to and become a lien on the property. The notice to the owner shall be sent to his or her address as last shown on the Deschutes County tax rolls.
 - F. On completion of the posting and mailing, the persons posting and mailing shall execute and file with the Community Development Director or designee certificates stating the date and place of the mailing and posting.
 - G. The County shall use all reasonable means to provide notice to the person responsible. Failure to provide actual notice to the person responsible shall not void the procedure to abate the nuisance, however.
- (Ord. 2021-010, §2, 2021)

1.16.140. Abatement

A. Abatement by the Owner or Person in Charge of Property.

- 1. Within 10 days after posting and mailing the notice, as provided in this code, the owner or person in charge of the property shall remove the nuisance, present a plan to remove the nuisance or show that no nuisance exists.
- 2. A person in charge of the property, disputing the declaration of nuisance shall file within ten (10) days with the Community Development Director or designee a written statement which shall specify the basis for the protest.
- 3. If after review of the statements, the Community Development Director or designee again determines that a nuisance in fact exists, the person responsible shall abate the nuisance within 10 days after the Community Development Director's or designee's final determination.
- 4. If the person in charge of the property disagrees with the final determination of the Community Development Director or designee, that person may appeal that determination to the County Administrator by filing a written statement within ten (10) days of the Community Development Director's or designee's final determination specifying the basis for the appeal.
- 5. The County Administrator shall either affirm, overturn or modify the Community Development Director's or designee's decision. The decision of the County Administrator shall be the final action of the County.

B. Abatement by the County – Without Warrant. If the violation for which a Notice of Abatement has been issued is not corrected within the specified timeframe (within ten (10) days of the posting and/or mailing of the Notice of Abatement, or within ten (10) days of the Community Development Director's or designee's final determination of a dispute, or within ten (10) days of the decision of the County Administrator), and is considered an immediate public health and safety hazard, the Community Development Director or designee may cause the nuisance to be abated without a warrant.

C. Abatement by the County – Nuisance Abatement Warrant Authorized. The Deschutes County Justice Court shall have the authority to issue warrants authorizing any County official authorized by the Community Development Director to enforce provisions of the Deschutes County Code to make

searches and seizures reasonably necessary to enforce any provision of the Deschutes County Code pertaining to nuisances.

1. Every warrant authorized by this section shall be supported by affidavit or sworn testimony establishing probable cause to believe that a nuisance violation has occurred, describing:
 - a. The applicant’s status in applying for the warrant;
 - b. The ordinance or regulation requiring or authorizing the removal and abatement;
 - c. The building or property to be entered; the basis upon which cause exists to remove or abate the violation;
 - d. A statement of the violation to be removed or abated; and
 - e. A statement that consent to enter onto the property to abate the violation has been sought and refused or the facts and circumstances that reasonably justify the failure to seek or inability to obtain such consent.
2. Cause shall be deemed to exist if there is reasonable belief that a code violation exists with respect to the designated property, and that the property owner and person in charge of the property have been given notice and an opportunity to abate the violation and has not responded in a timely fashion.
3. The Justice Court may, before issuing an abatement warrant, examine the applicant and any other witness under oath and shall be satisfied of the existence of grounds for granting such application. If the Justice Court is satisfied that cause for the removal and abatement of the violation(s) exists and that the other requirements for granting the application are satisfied, the Justice Court shall issue the abatement warrant, particularly describing the person or persons authorized to execute the warrant, the property to be entered, and a statement of the general types and estimated quantity of the items to be removed or conditions abated.

D. In issuing an abatement warrant, the Justice Court may authorize any peace officer, as defined in Oregon Revised Statutes, to enter the described property to remove any person or obstacle and to assist in any way necessary to enter the property and, remove and abate the violation.

E. Execution of Abatement Warrants

1. Occupied Property. In executing an abatement warrant, the person authorized to execute the warrant shall, before entry into the occupied premises, make a reasonable effort to present the person’s credentials, authority and purpose to an occupant or person in possession of the property designated in the warrant and show the occupant or person in possession of the property the warrant or a copy thereof upon request. A copy of the warrant shall be left with the occupant or the person in possession. The warrant is not required to be read aloud.
2. Unoccupied Property. In executing an abatement warrant on unoccupied property, the person authorized to execute the warrant need not inform anyone of the person’s authority and purpose, but may promptly enter the designated property if it is at the time unoccupied or not in the possession of any person. In such case a copy of the abatement warrant shall be conspicuously posted on the property.
3. Return. An abatement warrant must be executed within 14 working days of its issue and returned to the Justice Court by whom it was issued within 14 working days from its date of execution. After the expiration of the time prescribed by this subsection, the warrant, unless executed, is void.
4. If an abatement warrant to secure entry onto the property subject to the notice of violation has been obtained, no property owner, occupier, or other person in charge of the property, shall

refuse, fail or neglect, after proper request, to promptly permit entry by authorized persons to abate the violation(s). It shall be unlawful for any property owner, occupier, or other person in charge of the property to refuse to permit entry by authorized persons to abate the violations for which an abatement warrant has been obtained. Violation of this subsection is a Class B Violation.

F. The Community Development Director or designee shall have the final authority to decide whether or not to enter onto property to abate a violation in each particular case.

G. Joint Responsibility. If more than one person is a person in charge of the property, they shall be jointly and severally liable for abating the nuisance or for the costs incurred by the County in abating the nuisance.

(Ord. 2021-010, §2, 2021)

1.16.145. Abatement Cost, Notice, and Collection

A. The property owner and all persons in charge of the property shall be jointly and severally liable for all costs associated with the abatement of a nuisance or violation, including administrative costs, warrant costs, and attorney fees.

B. The Community Development Director or designee shall keep an accurate record of the expense incurred by the County for abatements. After the violations have been determined by the County to be corrected, the Community Development Director or designee shall mail to the owner and persons in charge of the property an Abatement Costs Notice which includes:

1. The total costs of abatement;

2. Notification that the costs of abatement shall become a lien against the property; and

3. Notification that if the owner objects to the Abatement Cost Notice:

a. The owner may request a quasi-judicial hearing with the Hearings Officer by delivering to the County a written protest and request for a hearing within thirty (30) calendar days from the date of the notification to the owner was mailed.

b. If a written protest and request for a hearing was not submitted for a quasi-judicial hearing with the Hearings Officer within thirty (30) calendar days from the date the notification to the owner was mailed, then a written protest and request for a hearing before the County Administrator or designee may be submitted up to six months the date the notification was mailed to the owner. The decision of the County Administrator or designee is final.

C. Collection and Abatement Costs.

1. The costs listed in the Abatement Costs Notice shall be delinquent if not paid within thirty (30) days from later of the date of the notice or from the date on which the County Administrator or designee makes a final decision on a protest.

2. If the abatement costs are delinquent, the amount due may accrue interest at 10% per annum.

3. The abatement costs shall be entered in the docket of county liens with the County Clerk, and shall constitute a lien upon the property that was in violation of the county code. In addition, the Abatement Costs Notice shall constitute a personal obligation of the owner and persons in charge of the property. The County may seek a money judgment against the owner and/or persons in charge of the property through the Justice Court.

a. The lien may be enforced in the same manner as liens for assessments for local improvement districts. Failure to pay may result in foreclosure in any manner provided by law.

b. An error in the name of the owner shall not void the lien, nor shall a failure to receive the notice render the lien void, but it shall remain a valid lien against the property.

4. The Community Development Director or designee shall have the final authority to decide what form of remedy the County will pursue for collecting abatement costs.

(Ord. 2021-010, §2, 2021)

1.16.150. Habitual Nuisance Property

Any property within the unincorporated County which becomes habitual nuisance property as defined in this subsection or elsewhere in county code or as declared by the Deschutes County Sheriff or designee, is in violation of this chapter and subject to its remedies. Any person who permits property under his or her ownership or control to be a habitual nuisance property shall be in violation of this chapter and subject to its remedies. No person shall allow a residential dwelling to become a habitual nuisance property.

A. Definition. Habitual Nuisance Property means property upon which three (3) or more incidents of any of the below listed behaviors occur, or whose employees, residents, owners or occupants engage in three or more incidents of any of the below listed behaviors within 50 feet of the property, during any 30 day period as a result of three or more separate and documented incidents. (“Incidents” shall be defined as any citation, report, arrest, and/or conviction.)

- 1. Harassment as defined in ORS 166.065.
- 2. Intimidation as defined in ORS 166.155.
- 3. Disorderly conduct as defined in ORS 166.025.
- 4. Discharge of a firearm as defined in DCC.
- 5. Noise disturbance as defined in DCC.
- 6. Minor in possession of alcohol as defined in ORS 471.430.
- 7. Assault as defined in ORS 163.160, or ORS 163.165 to 166.185.
- 8. Sexual abuse as defined in ORS 163.415 or 163.427.
- 9. Public indecency as defined in ORS 163.465.
- 10. Trespass as defined in ORS 164.245 to 165.265.
- 11. Criminal mischief as defined in ORS 164.345 to ORS 164.365.
- 12. Child Abuse and neglect as defined in ORS 163.535 to ORS 163.547 and ORS 163.665 to ORS 163.695.
- 13. Possession of a Controlled Substance as Defined in ORS 475.992.
- 14. Delivery of a controlled substance as defined in ORS 475.005.
- 15. Manufacture of a controlled substance as defined in ORS 475.005.
- 16. Frequenting a place where controlled substances are used as defined in ORS 167.222.

Abatement Procedure for Habitual Nuisance Property:

A. When the Sheriff or designee believes in good faith that property within the unincorporated County has become habitual nuisance property, the Sheriff or designee shall notify the owner and the occupant, if known, in writing that the property has been determined to be habitual nuisance property. The notice shall contain the following information:

- 1. The street address or description sufficient for identification of the property.
- 2. That the Sheriff or designee has found the property to be habitual nuisance property with a concise description of the conditions leading to his/her findings.

- 3. A direction to notify the Sheriff or designee in writing within 15 days from the date of mailing the notice of the actions the owner intends to take to abate the nuisance.
 - 4. A direction to abate the nuisance, or show good cause to the Sheriff or designee why the owner cannot abate the nuisance, within 60 days from the date of mailing the notice.
 - 5. That if the nuisance is not abated and good cause for failure to abate is not shown, the Community Development Director or designee may order abatement, with appropriate conditions. The Community Development Director or designee may also employ any other remedy deemed by him/her to be appropriate to abate the nuisance, including but not limited to authorizing a civil complaint in a court of competent jurisdiction which may include seeking closure of the property.
 - 6. That the owner may be required to pay to the County a civil penalty for each day the nuisance continues after the Community Development Director or designee orders abatement.
 - 7. That the above remedies are in addition to those otherwise provided by law.
- B. Service of the notice is completed upon mailing the notice first class, postage prepaid, addressed to:
- 1. The owner at the address of the property believed to be a habitual nuisance property, and to such other address as shown on the tax rolls of the county in which the property is located or such other place which is believed to give the owner actual notice of the determination by the Sheriff or designee.
 - 2. A copy of the notice shall be served on occupants of the property, if different from the owner. Service shall be completed upon mailing the notice by registered or certified mail, postage prepaid, addressed to "occupant" or each unit of the property believed to be a habitual nuisance property.
 - 3. The failure of any person or owner to receive actual notice of the determination by the Sheriff or designee shall not invalidate or otherwise affect the proceedings under this chapter.

(Ord. 2021-010, §2, 2021)

1.16.155. Abatement Procedure for Habitual Nuisance Property

A. Notice by Sheriff.

- 1. Within 15 days of the posting and mailing of the notice, the owner shall notify the Sheriff or designee in writing of the actions that owner intends to take to abate the nuisance.
- 2. Within 60 days of the posting and mailing of the notice, the owner shall abate the nuisance or show good cause to the Sheriff or designee why the owner cannot abate the nuisance within that time.
- 3. If the owner does not comply with subsection A or B of this section, the Sheriff or designee may refer the matter to the County Administrator or designee for a hearing. The Community Development Director or designee shall give notice of the hearing to the owner and occupants, if different from the owner. At the time set for hearing the owner and occupants may appear and be heard by the County Administrator or designee. The County Administrator or designee shall determine whether the property is habitual nuisance property and whether the owner has complied with subsection 1 and 2 of this section.

B. Remedies by County Administrator.

- 1. In the event the County Administrator or designee determines that property is a habitual nuisance property and the owner has failed to comply with Section (1) above, the County Administrator or designee may order that the nuisance be abated. The order may include conditions under which

abatement is to occur. The County Administrator or designee may also employ any other remedy deemed by it to be appropriate to abate the nuisance, including but not limited to authorizing a civil complaint in a court of competent jurisdiction which may include seeking closure of the property.

- 2. If the person in charge of the property disagrees with the final determination of the County Administrator or designee, that person may appeal that determination to the County Hearings Officer by filing a written statement within ten (10) calendar days of the County Administrator's or designee's final determination specifying the basis for the appeal and paying applicable appeal fees or deposits per the Community Development Department's Fee Schedule.
- 3. The Hearings Officer shall either affirm, overturn or modify the County Administrator's or designee's decision. The decision of the Hearings Officer shall be the final action of the County.
- 4. The remedies in this section are in addition to those otherwise provided by law.

C. Assessment of Costs for Habitual Nuisance Property.

- 1. The Community Development Director or designee, by registered or certified mail, postage prepaid, shall send to the owner and the person in charge of property a notice stating:
 - a. The total cost of abatement, including the administrative overhead.
 - b. That the cost as indicated will be assessed to and become a lien against the property unless paid within 30 days from the date of the notice.
 - c. That if the owner or person responsible objects to the cost of the abatement as indicated, a notice of objection may be filed with the Community Development Director or designee no more than 10 days from the date of the notice.
- 2. On the expiration of 10 days after the date of the notice, the Community Development Director or designee shall hear and make a decision on the objections to the costs assessed.
- 3. If the costs of the abatement are not paid within 30 days from the date of the notice, the assessment of the costs shall be entered in the docket of the county liens with the County Clerk. When the entry is made it shall constitute a lien on the property from which the nuisance was removed or abated.
- 4. The lien shall be enforced in the same manner as liens for improvement districts and/or street improvements are enforced and interest shall begin to run from the date of entry of the lien in the lien docket
- 5. The County shall use all reasonable means to provide notice of the assessment to the person responsible. However, an error in the name of the owner or person responsible shall not void the assessment, nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

(Ord. 2021-010, §2, 2021)

1.16.160. Appeal of Code Compliance Interpretation

- A. Any reporting party who disagrees with a Code Compliance Specialist decision may appeal this decision to the Community Development Director or designee by making application on forms provided by the County and paying the required fees. The appeal application shall include:
 - 1. The name and address of the person(s) submitting the appeal.
 - 2. The street address or a description sufficient for identification of the property upon which the alleged violation has occurred or is occurring.

3. A detailed description of the alleged violation and a reference to the specific laws, regulations, County Code, or permit conditions that has allegedly been misinterpreted or applied.

4. Additional burden of proof as to why the Code Enforcement Officer’s decision is incorrect demonstrating why the decision should be reversed or modified.

B. Upon receiving an appeal application, the County shall schedule a hearing with the Community Development Director or designee within thirty (30) days. Notification of the hearing shall be made to both the person(s) appealing the decision and person(s) or property owner directly impacted by the decision no less than twenty (20) days prior to the hearing by certified mail, return receipt requested.

C. The following hearing procedures shall apply to the hearing before the Community Development Director or designee:

1. Subject to requirements of County Code, the Community Development Director may adopt additional procedures to conduct of the hearing.

2. Evidence, including rebuttal evidence, may be presented at the hearing and shall be limited to that which is relevant to the alleged interpretation.

3. If the appellant fails to appear at the scheduled hearing, the Community Development Director or designee will enter an order finding that the Code Enforcement Officer’s decision was valid and assessing the cost of the hearing against the appellant.

4. The Community Development Director or designee has the authority to administer oaths and take the testimony of witnesses.

5. The parties shall have the right to cross-examine witnesses who testify.

6. The Community Development Director or designee shall determine whether the appellant has established by a preponderance of the evidence that the Code Enforcement Officer’s decisions should be reversed or modified.

7. The Community Development Director or designee shall hear the appeal de novo. The decision of the Community Development Director or designee is final.

8. The County shall mail a copy of the decision to the appellant, applicable department director, Code Enforcement Officer and all parties of record within ten-working days of the hearing.

9. If the Community Development Director or designee determines that the appellant is correct, the County shall pursue correction or abatement as provided in County Code.

(Ord. 2021-010, §2, 2021)

1.16.170. Penalties

A. Any person or person who shall be found to be an owner and/or a person in charge of property for a nuisance, or otherwise guilty of a violation of any of the provisions of the County Code shall be subject to the penalty provisions set forth herein.

B. All persons responsible shall be liable for any injuries resulting from a violation of the County Code.

C. Any violations of this Section 1.16 shall be deemed a Class B Civil Infraction.

(Ord. 2021-010, §2, 2021)

1.16.180. Separate Violations

A. For habitual nuisance property, a nuisance continues to exist if there is any further single occurrence of a behavior listed in the definitions of habitual nuisance property upon the property or by any employee, resident, owner or occupant within 50 feet of the property.

B. The abatement of a nuisance is not a penalty for violating this ordinance, but is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance; however, abatement of a nuisance within ten (10) days of the date of notice to abate, or if a written protest has been filed, then abatement within ten (10) days of the Community Development Director's or designee's determination that a nuisance exists will relieve the person responsible from the imposition of any or administrative penalty under these code provisions.

(Ord. 2021-010, §2, 2021)

Chapter 13.12. GENERAL PROVISIONS

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13.12.041. Definition-Abandoned Vehicle

* * *

13.12.126. Definition-Inoperable Vehicle

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13.12.041. Definition-Abandoned Vehicle.

“Abandoned Vehicle” means any vehicle which reasonably appears to be inoperable, wrecked, discarded, abandoned or totally or partially dismantled.
(Ord. 2021-010 §3, 2021)

13.12.126. Definition-Inoperable Vehicle.

“Inoperable Vehicle” means any vehicle that has broken or missing windows, windshield, inoperative wheels or tires, lacks an engine or has an inoperable engine or lacks a transmission or has an inoperable transmission.
(Ord. 2021-010, §3, 2021)

* * *

13.12.205. Definition-Solid Waste.

“Solid Waste” means all useless or discarded putrescible and non-putrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste, or other discarded solid material.

~~“Solidwaste” means all putrescible and nonputrescible waste, whether in solid or liquid form, except liquid-carried industrial waste or sewage or sewage sludge hauled as an incidental part of a septic tank or cesspool cleaning service, but including garbage, rubbish, ashes, paper, cardboard, sewage sludge, street refuse, industrial waste, infectious waste, swill, demolition and construction waste, inoperative and/or unlicensed or dismantled or partially dismantled vehicles or parts thereof, discarded home or industrial appliances, manure, vegetable or animal solid and semisolid waste, dead animals or other discarded solid material.~~

(Ord. 2021-010, §3, 2021; Ord. 92-071 §1, 1992; Ord. 91-004 §1, 1991; Ord. 85-037 §4.01, 1985)

* * *

Chapter 13.36. NUISANCES AND ABATEMENT

* * *

13.36.010. Creation of Nuisance.

Except as otherwise authorized under DCC 13.36, no person shall create or maintain a nuisance on private property. Such nuisances are declared to be public nuisances which may be abated as provided under DCC 15.04.070, DCC 1.16, or by instituting ~~judicial~~court proceedings. (Ord. 2021-010, §4, 2021; Ord. 95-002, §1, 1995; Ord. 85-037 §12.01(1), 1985)

13.36.012. Definition-Nuisance.

- A. "Nuisance" includes:
 - 1. All open holes, wells, cisterns, cesspools, or unsanitary septic tanks, foundations or non-operating refrigerators, freezers, or iceboxes with attached doors;
 - 2. Accumulations of solid waste on private property in such a manner as to create a nuisance, hazard to health, or condition of unsightliness; Solid Waste defined under DCC 13.12.205~~Solid waste; as defined under DCC 13.12.205;~~
 - 3. Those definitions of nuisance pursuant to DCC 1.16.100, DCC 1.16.150, DCC 12.35.160, DCC 15.04.190, and DCC 18.144.040; or
 - 4. Land that as a result of grading operations, excavation or fill causes erosion, subsidence or surface water drainage problems of such magnitude as to be injurious or potentially injurious to adjacent properties or to the public health, safety and welfare.

- B. Except as to regulations allowed by ORS 475B.486, and/or ORS 475B.928, generally accepted, reasonable and prudent farming and forest practices as described in ORS 30.930 to 30.937 and DCC 9.12 do not constitute nuisances under DCC 13.36.012.

(Ord. 2021-010, §4, 2021; Ord. 2020-005 §1, 2020; Ord. 95-024 §13, 1995; Ord. 95-002 §4, 1995)

13.36.020. Disposal Site-Board Approval- Nuisances.

Except as provided in DCC 13.16.020 and in the definition of "disposal site" in DCC 13.12.040, no person shall use or permit to be used any land within the County as a public or private disposal site without approval of the Board. The disposal of waste or solid waste in or upon such land is declared to be a public nuisance which may be abated as provided in DCC 1.16, DCC 13.36.050, or any other applicable provision of law.

(Ord. 2021-010, §4, 2021; Ord. 85-037 §12.01(2), 1985)

* * *

13.36.050. Abatement of Nuisances.

- A. Except as otherwise authorized under Deschutes County Code, the condition of a building or land which has been determined to constitute a nuisance is in violation of this code, and may be abated

by repair, rehabilitation, demolition or removal in accordance with the procedures provided under DCC 1.16, DCC 15.04.070 (Abatement of Dangerous Buildings).

- B. Nothing in DCC 1.16 or DCC 13.36 shall be deemed to limit or otherwise modify the ability of the Board and/or any person who has suffered special damage from the nuisance, to abate nuisances through alternative remedies as provided for under the law.
(Ord. 2021-010, §4, 2021; Ord. 95-002 §2, 1995; Ord. 88-002 §1, 1988; Ord. 85-037 §12.02, 1985)



MEMORANDUM

TO: Board of County Commissioners
FROM: Nick Lelack, AICP, Director
Angela Havniar, Coordinated Services Manager
Code Enforcement Team
DATE: July 7, 2021
RE: Consideration of Second Reading of Ordinance No. 2021-010 – An Ordinance Amending Sections of Deschutes County Code 1.08, 1.16, 13.12 and 13.36.

I. Background

The Board held a public hearing on June 30, 2021, to consider Ordinance Number 2021-010, an ordinance amending sections of Deschutes County Code 1.08, 1.16, 13.12 and 13.36.

As no individuals provided testimony, the Board closed the oral and written record for the hearing and deliberated on the proposed text amendments. In deliberations a scrivener’s error was identified with request for correction involving the ordinance number. The Board then voted to approve the amendments and conducted a first reading (by title only) of the Ordinance 2021-010.

II. Second Reading

The Board is scheduled to conduct the second reading of Ordinance 2021-010 on July 14, 2021, which allows fourteen days following the first reading.

Attachments:

- Draft ordinance 2021-010
— Exhibit A to Ord. 2021-010 DCC 1.08 Draft Amendments
— Exhibit B to Ord. 2021-010 DCC 1.16 Draft Amendments
— Exhibit C to Ord. 2021-010 DCC 13.12 Draft Amendments
— Exhibit D to Ord. 2021-010 DCC 13.36 Draft Amendments



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 14, 2021

SUBJECT: Staff Updates for Wildfire Mitigation Amendments - Senate Bill 762

BACKGROUND AND POLICY IMPLICATIONS:

Staff is updating the Board of County Commissioners (Board) regarding possible code amendments related to wildfire hazard mitigation. Staff last updated the Board concerning wildfire hazard mitigation during a work session on February 24, 2021. During that meeting, staff outlined the results of the public outreach program concerning new defensible space standards and fire resistant building codes. Staff provided the Board with background information for proposed building code and defensible space amendments including exceptions, applicable geographic areas, a discussion of the County's current defensible space standards, and programmatic examples from other jurisdictions. Finally, staff combined the information into an initial framework for establishing any new wildfire mitigation standards in rural Deschutes County.

During the 2021 state legislative session, a number of bills were introduced related to wildfire mitigation. On June 26, 2021, the Oregon Legislature passed Senate Bill (SB) 762, which has significant impacts on wildfire mitigation efforts across all jurisdictions in Oregon including Deschutes County. This report will summarize the relevant components of SB 762 related to building codes, land use/defensible space requirements, and statewide risk assessments.

BUDGET IMPACTS:

None

ATTENDANCE:

*Kyle Collins, Associate Planner
Tanya Saltzman, Senior Planner
Ed Keith, County Forester
Peter Gutowsky, Planning Manager
Nick Lelack, Community Development Director*



STAFF REPORT

TO: Board of County Commissioners

FROM: Nick Lelack, AICP, Director
Peter Gutowsky, AICP, Planning Manager
Kyle Collins, Associate Planner

DATE: July 8, 2021

RE: Updates for Wildfire Mitigation Amendments - Senate Bill 762

Staff is updating the Board of County Commissioners (Board) regarding possible code amendments related to wildfire hazard mitigation. Staff last updated the Board concerning wildfire hazard mitigation during a work session on February 24, 2021. During that meeting, staff outlined the results of the public outreach program concerning new defensible space standards and fire resistant building codes. Staff provided the Board with background information for proposed building code and defensible space amendments including exceptions, applicable geographic areas, a discussion of the County's current defensible space standards, and programmatic examples from other jurisdictions. Finally, staff combined the information into an initial framework for establishing any new wildfire mitigation standards in rural Deschutes County.

After reviewing the proposed next steps and possible local code amendments, the Board made two decisions regarding the project:

- 1) Maintain the Deschutes County Wildfire Hazard Zone at its current size and designation categories
- 2) Wait to see the outcome of any legislative bills from the State of Oregon that would affect local wildfire mitigation efforts

During the 2021 state legislative session, a number of bills were introduced related to wildfire mitigation. On June 26, 2021, the Oregon Legislature passed Senate Bill (SB) 762, which has significant impacts on wildfire mitigation efforts across all jurisdictions in Oregon including Deschutes County.

SB 762 contains a broad range of regulatory and non-regulatory approaches to address wildfire risk. Specifically, 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

All of these programs and directives will have some effect on Deschutes County, but given the previous local efforts to establish new potential wildfire mitigation code amendments, this report will focus on the following components of SB 762:

- 1) Statewide mapping of wildfire risks
- 2) Statewide land use and defensible space guidelines to reduce wildfire risk
- 3) Statewide building code guidelines to reduce wildfire risk

The remaining components of SB 762 will be brought before the Board at a future date by other County Departments such as Public Health and Natural Resources when the details of those specific policies become clear.

Finally, the Board should be aware that SB 762 contains numerous provisions that must occur at the state level before local governments can undertake additional actions. This report contains a timeline of important events and opportunities that may allow for County participation.

I. Timeline and Decision Points

The following table highlights major dates in the SB 762 implementation process, specific action items related to those dates, and information concerning whether or not local governments can participate. This table does not cover all relevant dates associated with SB 762, but targets those dates that will affect land use requirements, building codes, and other development issues:

Senate Bill 762 – Major Actions & Timeline

Date	State Actions	Agencies & Departments	Local Government Involvement
September 1, 2021	1) First members of the Wildfire Programs Advisory Council appointed.	State Wildfire Programs Director, President of the Senate and Speaker of the House of Representatives	1) The County may nominate appointees to the Wildfire Programs Advisory Council to advise the State Wildfire Programs Director on the implementation and progress of SB 762.

Date	State Actions	Agencies & Departments	Local Government Involvement
December 31, 2021	1) State Forestry Department Report to an interim committee of the Legislative Assembly related to wildfire, to the State Wildfire Programs Director, and to the Wildlife Programs Advisory Council on the progress of the department and Oregon State University in creating a statewide map of wildfire risk.	State Forestry Department, Oregon State University	None

Date	State Actions	Agencies & Departments	Local Government Involvement
June 30, 2022	1) State Forestry Department completes and publishes the statewide map of wildfire risk.	State Forestry Department, Oregon State University	1) Local governments may comment on proposed administrative rules and/or appeal assignment of risk classes, if necessary.

Date	State Actions	Agencies & Departments	Local Government Involvement
<p style="text-align: center;">October 1, 2022</p>	<ol style="list-style-type: none"> 1) The Department of Land Conservation and Development (DLCD) will identify and complete updates to the statewide land use program, local comprehensive plans, and zoning codes that are needed to incorporate the state-wide wildfire risk maps and minimize overall wildfire risk. 2) The Department of Consumer and Business Services will amend section R327 of the Oregon Residential Specialty Code to include standards for additions to existing dwellings and accessory structures and for replacement of existing exterior elements covered in section R327 of the 2021 Oregon Residential Specialty Code. These new standards will apply to properties identified as extreme or high risk and located within a designated wildland-urban interface on the statewide map of wildfire risk. 	<p style="text-align: center;">DLCD, State Fire Marshal, State Forestry Department, Department of Consumer and Business Services</p>	<ol style="list-style-type: none"> 1) Consultation with DLCD staff to identify and develop and updates to the Deschutes County comprehensive plan or zoning codes.

Date	State Actions	Agencies & Departments	Local Government Involvement
<p>December 31, 2022</p>	<p>1) The State Fire Marshal shall establish minimum defensible space requirements for lands in areas identified as extreme or high risk and located within a designated wildland-urban interface on the statewide map of wildfire risk.</p>	<p>State Fire Marshal, Oregon Fire Code Advisory Board</p>	<p>Local governments may:</p> <ol style="list-style-type: none"> 1) Adopt and enforce requirements for defensible space that are greater than the requirements established by the State Fire Marshal. Any local requirements that a local government adopts for defensible space must be defensible space standards selected from the framework set forth in the International Wildland-Urban Interface Code or other best practices specific to Oregon. 2) Administer, consult on, and enforce the requirements established by the State Fire Marshal. Must periodically report to State Fire Marshal regarding compliance. 3) Expend financial assistance provided by the State Fire Marshal to give priority to the creation of defensible space: <ul style="list-style-type: none"> • On lands owned by members of socially and economically vulnerable communities, persons with limited proficiency in English and persons of lower income as defined in ORS 456.055 • For critical or emergency infrastructure • For schools, hospitals and facilities that serve seniors.

Date	State Actions	Agencies & Departments	Local Government Involvement
April 1, 2023	1) Earliest date that section R327 updates to the Oregon Residential Specialty Code may become operative.	State Forestry Department, Oregon State University	None

Date	State Actions	Agencies & Departments	Local Government Involvement
October 1, 2024	1) The Department of Consumer and Business Services must update section R327 of the Oregon Residential Specialty Code to include alterations required in SB 762.	Department of Consumer and Business Services	1) Ultimately, local governments will be required to adopt state-level changes to R327 into the local jurisdiction’s building code.

II. Statewide Wildfire Risk Mapping

Mapping Process and Rule-Making

A key component of SB 762 is the development and maintenance of a comprehensive statewide map of wildfire risk that displays the risk classification for properties down to a parcel level. The Oregon Department of Forestry (ODF) in collaboration with Oregon State University (OSU) will undertake the creation of this map. Based on a number of risk factors such as weather, vegetation, and topography, the statewide map will ultimately assign one of five different risk classifications to each property in Oregon: extreme, high, moderate, low, and no risk.

Additionally, the map will be required to identify areas described as the “wildland-urban interface” which must be consistent with national risk standards. ORS 477.015 defines “wildland-urban interface” as follows:

“The meaning given that term in rule by the State Board of Forestry.”

The definition replaces a previous definition in ORS 477.015 for “forestland-urban interface” which was defined as:

“A geographic area of forestland inside a forest protection district where there exists a concentration of structures in an urban or suburban setting.”

SB 762 expressly recognizes the following:

“Oregon varies by condition, situation, fire hazard and risk, that different wildland-urban interface fire protection problems exist across the state because of this variability, and that these different problems necessitate varied fire prevention and protection practices.”

The Oregon State Board of Forestry (Forestry Board) is required to conduct the rule-making session to develop and adopt the “wildland-urban interface” definition described above no later than 100 days after the effective date of SB 762. Staff anticipates the specific definition will be adopted in late September or early October 2021.

SB 762 also requires the Forestry Board to establish a process for private property owners and local governments to appeal the statewide risk map findings. The Forest Board is required to provide notice and information about how a property owner may appeal an assignment of property to the extreme or high wildfire risk classes. The specific appeals process has not been developed at this time, but staff can notify the Board at a future work session when that program is formally established.

Staff notes that the statewide risk maps must also display the locations of socially and economically vulnerable communities. It is currently unclear what specific characteristics or thresholds will be used to identify “socially and economically vulnerable communities,” however, staff notes that these parameters will possibly be addressed during the same rule-making session to define “wildland-urban interface.”

As described in the timeline above, ODF and OSU are required to finish all actions associated with the map creation, rule-making process, and the associated appeals procedures by June 30, 2022.

Finally, the Department of Land Conservation and Development (DLCD) must identify updates to the statewide land use planning program, local comprehensive plans, and zoning codes that are needed in order to incorporate wildfire risk maps and minimize wildfire risk. Updates may include any provisions regarding sufficient defensible space, building codes, safe evacuation, and development considerations in areas of extreme and high wildfire risk. SB 762 requires that DLCD take into account regional or local differences when requiring land use updates or revisions. Additionally, the updates will include appropriate levels of state and local resources necessary for effective implementation of any wildfire mitigation programs, but the specifics of those resources are unknown at present.

DLCD must complete any proposed updates by October 1, 2022 and submit a report detailing recommended code changes to the State Wildfire Programs Director and to the Wildfire Programs Advisory Council. Additional information concerning the Wildfire Programs Advisory Council is described later in this report.

County Implications

Properties which are determined to fall within either the high risk or extreme wildfire risk categories and are located within designated wildland-urban interfaces will be required to comply with new state-wide mitigation measurements including defensible space and building code standards. While the statewide wildfire risk maps are not yet established, staff notes that based on Deschutes County's Wildfire Hazard Zone maps, it is probable that a large percentage of our local region will be defined as either high or extreme risk.

As stated previously, citizens and local governments will be afforded an opportunity to appeal any mapping designations they feel were established incorrectly. While the specific appeals process has not been determined at this time, staff notes that SB 762 requires any application for appeal be based on the following characteristics:

- Whether the property designation is consistent with the mapping criteria established by the Forestry Board
- Any pertinent facts that may justify a change in the assignment
- Any error in the data ODF used to determine the designation and if the error justifies a change risk classification

Staff points out the following findings included in the the Wildfire Mitigation Outreach Summary Report¹, which was presented to the Board in February 2021. These findings are drawn from several public outreach events conducted by County staff to gauge public opinion regarding new wildfire mitigation measures:

- 1) A majority of residents, both rural and urban, were supportive of new building code standards to reduce impacts from wildfires (e.g. – fire hardening standards)
- 2) A plurality² of residents, both rural and urban, were supportive of new defensible space standards for new and existing development
- 3) A majority of residents, both rural and urban, were willing to incur at least some additional cost to implement new building code standards for wildfire mitigation. The level of expenditure residents were willing to undertake varied widely, with the plurality of respondents willing to expend at least \$6,000 above the average cost of a 2,400 square-foot home (representing an approximate 1% increase) and the next largest group of respondents willing to expend more than \$6,000.

A more detailed breakdown of Deschutes County residents' thoughts and concerns regarding new wildfire mitigation measures is located in the full Wildfire Mitigation Outreach Summary Report.

¹ A copy of the Wildfire Mitigation Outreach Report is attached for reference

² A plurality is defined as "the number of votes cast for a proposal which receives more than any other, but does not receive an absolute majority"

III. Statewide Defensible Space Standards

State Actions and Process

As described above, after completion of the state wildfire risk map, all properties that are determined to fall within either the high risk or extreme risk categories and are located within a designated wildland-urban interface will be required to comply with new statewide mitigation measurements including defensible space.

SB 762 directs the State Fire Marshal to establish minimum defensible space requirements for wildfire risk reduction. The State Fire Marshal is required to consult with the Oregon Fire Code Advisory Board to establish any defensible space requirements. The Oregon Fire Code Advisory Board is composed several members representing a variety of interest groups and agencies, including:

- The Oregon Fire Chiefs Association
- The Oregon Fire Marshals Association
- The Oregon Building Codes Division
- A public member at large
- A business or industry representative
- An approved design professional

The established Oregon defensible space standards must be consistent with and cannot exceed the defensible space set forth in the International Wildland-Urban Interface Code published by the International Code Council. Additionally, the State Fire Marshal may consider best practices that are specific to Oregon in order to establish a new program. This approach is intended to help set minimum and maximum standards for defensible space, while also allowing some local control to meet the state's various environmental conditions. Any adopted defensible space standards will be periodically reviewed to ensure local requirements still reflect best practices for defensible space wildfire mitigation.

The State Fire Marshal must establish minimum defensible space requirements by December 31, 2022.

County Implications

SB 762 allows local governments to interact with any new defensible space programs in the following ways:

- Enforcement and monitoring
- Increasing local standards
- Financial assistance distribution

Initially, the State Fire Marshal and associated staff will provide the majority of enforcement and monitoring work regarding defensible space standards. However, local governments have the authority to administer, consult on, and enforce the requirements established by the State Fire

Marshal. More specifically, local governments have the ability to designate any fire districts, fire departments, or fire agencies to enforce the adopted state requirements. If desired, the Board may begin conversations with local fire protection districts in the coming months to discuss how enforcement and monitoring of these standards might be undertaken.

Should Deschutes County elect to handle enforcement or monitoring of new defensible space standards, the County is required to periodically report to the State Fire Marshal regarding compliance. The compliance reports must include the extent of compliance for each property within the jurisdiction of the local government, any change in the degree of compliance, and any other information required by the State Fire Marshal by rule. It is unclear at present if the State Fire Marshal will implement additional reporting requirements.

Additionally, SB 762 allows local governments to establish requirements for defensible space that are greater than the requirements established by the State Fire Marshal. As with the chosen state standards, any local defensible space requirements must be consistent with and cannot exceed the defensible space set forth in the International Wildland-Urban Interface Code or other best practices specific to Oregon.

Finally, SB 762 allows the State Fire Marshal to provide a variety of financial, technical, or other assistance to local governments specifically to handle administration and enforcement of the state defensible space requirements. Ultimately, the local government will be responsible for spending or distributing any financial assistance provided by the state, but those expenditures must give priority to the creation of defensible spaces that affect the following groups/development:

- Lands owned by members of socially and economically vulnerable communities, persons with limited proficiency in English, and persons of lower income as defined in ORS 456.055³
- Critical or emergency infrastructure
- Schools, hospitals and facilities that serve seniors

It is unclear at present when the State Fire Marshal will provide estimates concerning local government financial assistance, but staff will update the Board as more information becomes available.

IV. Statewide Building Code Standards

State Actions and Process

As described above, after completion of the state wildfire risk map, all properties that are determined to fall within either the high risk or extreme risk categories and are located within a designated wildland-urban interface will be required to comply with new building code regulations to reduce wildfire damage. The new building code requirements will apply to new dwellings and the

³ "Person of lower income" or "family of lower income" means a person or a family, residing in this state, whose income is not greater than 80 percent of the area median income, adjusted for family size, as determined by the Housing and Community Services Department using United States Department of Housing and Urban Development information.

accessory structures of dwellings, as described in section R327 of the 2021 Oregon Residential Specialty Code. Staff has briefed the Board multiple times on the components of R327, most recently in February 2021. Section R327 requires new residential construction in a Wildfire Hazard Zone to use certain types of materials and incorporate specific requirements for roofing, ventilation, exterior wall coverings, overhanging projections, decking surfaces, and glazing in windows/skylights and doors. No individual construction elements can be amended by local governments.

However, SB 762 directs the Department of Consumer and Business Services to amend section R327 of the Oregon Residential Specialty Code to include standards for additions to existing dwellings and accessory structures and for replacement of existing exterior elements covered in section R327.

As presently written, R327 has a number of exemptions:

- Infill Exception: Dwellings or accessory structures constructed on a lot in a subdivision, do not need to comply with R327.4 when at least 50 percent of the lots in the subdivision have existing dwellings that were not constructed in accordance with Section R327.4.
- Accessory Structure Exception: Non-habitable detached accessory structures, with an area of not greater than 400 square feet, located at least 50 feet from all other structures on the lot do not need to comply with R327.4.
- Initial Exemption: Existing lots would be broadly exempted from R327 for a period of three years from the date of adoption.

Staff notes that it is unclear whether the referenced amendments to R327 undertaken by the Department of Consumer and Business Services will maintain these exemptions, alter them, or include additional exemptions not currently outlined.

No more than two years after the code amendments are adopted, SB 762 requires the Department of Consumer and Business Services to update section R327 of the Oregon Residential Specialty Code. The amended R327 standards for existing dwellings and accessory structures must be established by October 1, 2022 and formally adopted into the Oregon Residential Specialty Code by October 1, 2024 at the latest. However, any new building code standards cannot become operative until April 1, 2023 at the earliest.

In addition to the relevant code updates, the Department of Consumer and Business Services is required to develop and maintain an interactive mapping tool that displays, at the property level, wildfire hazard mitigation standards covered in section R327 of the Oregon Residential Specialty Code. The department will coordinate with Oregon State University on development of the tool, and ultimately the tool will be displayed in an electronic format and available to the public at no charge. The development of the R327 mapping tool will be developed in tandem with the statewide wildfire risks maps discussed previously.

County Implications

As currently written, section R327 includes the following language:

“Nothing in the code or adopting ordinance prevents a local municipality from waiving the requirements of Section R327.4 for any lot, property or dwelling, or the remodel, replacement or reconstruction of a dwelling within the jurisdiction”

After the final adoption of the amended R327 by the Department of Consumer and Business Services into the Oregon Residential Specialty Code, it is unclear if local governments will be given broad latitude to develop waivers or other exemptions to new building code requirements. SB 762 specifically states:

“For extreme and high wildfire risk classes in the wildland-urban interface that are identified pursuant to section 7 of this 2021 Act, the Department of Consumer and Business Services shall adopt wildfire hazard mitigation building code standards that apply to new dwellings and the accessory structures of dwellings, as described in section R327 of the 2021 Oregon Residential Specialty Code”

Staff interprets this language to mean that if a property is identified as an “extreme or high wildfire risk class,” development on that parcel will be mandated to comply with the amended R327 building standards. As stated above, it is unclear if the original exemptions currently included in R327 will be maintained in the final adoption.

Finally, it is unclear when local governments will be required to amend their local building codes to comply with the listed standards of SB 762. Over the coming year, staff can update the Board on the R327 amendments and the process for adopting those standards into the Deschutes County code.

V. Wildfire Programs Advisory Council

State Actions and Process

SB 762 requires the Governor to appoint a State Wildfire Programs Director (Director) to oversee the implementation and monitoring of all wildfire mitigation actions required by the bill. The position will ensure compliance with all set deadlines, address the financial and equity impacts of the bill across jurisdictions, and coordinate across multiple agencies to ensure effective implementation of necessary actions. The Director is required to report to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the chairs of relevant committees and interim committees of the Legislative Assembly at least every 60 days. These reports will discuss progress on implementing the mitigation activities, obstacles and opportunities, and catalog possibilities for future improvements.

SB 762 also requires a designated 19 member Wildfire Programs Advisory Council (Council) to assist and advise the Director on wildfire mitigation issues. The Council will not serve as a decision-making body, but will provide advice, assistance, perspective, ideas and recommendations to the Director. The Council membership is required to represent the following interest groups that have specific bearing on Deschutes County:

- One member who represents county government
- One member who is a land use planning director of a county that is wholly or partially within the wildland-urban interface

Each Council member would serve a four-year appointment, with possible reappointment to subsequent Councils. The initial Council members must be appointed on or before September 1, 2021.

County Implications

The Board and County administration may wish to pursue local nominations of County staff or other local citizens with relevant experience, such as fire protection district volunteers, to serve on the Council. It is unclear when the Council appointment process will begin. However, SB 762 requires the state to provide public notice of an opportunity for interested parties to submit names of interest for appointment to the Council. Staff will update the Board when additional information on the appointment process becomes available. The Board should be aware that Council members serve in a volunteer capacity and are not entitled to any expense reimbursements from the state.

VI. Impacts to Previous County Efforts

County staff and the Board have worked through numerous steps in a process to establish a suite of wildfire mitigation code amendments specific to Deschutes County. This process began by establishing the Wildfire Mitigation Advisory Committee (WMAC) that held meetings from October 2019 to January 2020. The WMAC provided a report that included a series of recommendations to the Board concerning updates to the Deschutes County Wildfire Hazard Zone, new building code amendments to incorporate R327 at a local level, and possible new defensible space requirements in the rural county.

Subsequently, County staff conducted a series of outreach initiatives in Fall and Winter of 2020 to gather public perspective on the recommendations put forward by the WMAC and new wildfire mitigation requirements more generally. Staff presented the results of that outreach to the Board in February 2021 as part of the Wildfire Mitigation Outreach Summary Report. As referenced previously, during those discussions the Board elected to leave the currently adopted Wildfire Hazard Zone unchanged and directed staff to track state legislative efforts related to wildfire mitigation.

The County may still elect to pursue new local wildfire mitigation code amendments. However, it is likely that SB 762 would supersede any local efforts unless the proposed standards exceeded those ultimately adopted at the state level. If desired, the Board can direct staff to begin drafting text amendments or outlining programmatic options to implement wildfire mitigation in Deschutes County. Conversely, SB 762 does allow local governments to adopt more stringent standards than those adopted by the state. After final establishment, the Board may elect to evaluate the state's wildfire mitigation land use/code requirements and determine if more rigorous standards are needed.

VII. Next Steps

As stated previously, Senate Bill 762 requires significant actions that must be completed by state agencies before any major efforts can take place at a local level. The Board should be aware that full resolution of the land use and building code portions of the bill might not be complete until Summer or Fall 2023 at the earliest. Staff can continue to update the Board on a regular basis when the state completes major action items and when there are opportunities for local involvement or specific County action items.

Attachments:

Document	Item No.
Senate Bill 762: Adopted	1
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Enrolled Senate Bill 762

Sponsored by COMMITTEE ON NATURAL RESOURCES AND WILDFIRE RECOVERY (at the request of Senate Committee on Natural Resources and Wildfire Recovery, Governor Kate Brown)

CHAPTER

AN ACT

Relating to wildfire; creating new provisions; amending ORS 197.716, 205.130, 401.025, 477.015, 477.025, 477.027, 477.281 and 526.360; repealing ORS 477.017, 477.018, 477.023, 477.029, 477.031, 477.052, 477.054, 477.057, 477.059, 477.060 and 477.061; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

ELECTRIC SYSTEM PLANS

SECTION 1. Sections 2 to 4 of this 2021 Act are added to and made a part of ORS chapter 757.

SECTION 2. The Public Utility Commission shall periodically convene workshops for the purpose of helping public utilities that provide electricity, municipal electric utilities, people’s utility districts organized under ORS chapter 261 that sell electricity, electric cooperatives organized under ORS chapter 62 and operators of electrical transmission and distribution systems to develop and share information for the identification, adoption and carrying out of best practices regarding wildfires, including, but not limited to, risk-based wildfire protection and risk-based wildfire mitigation procedures and standards.

SECTION 3. (1) A public utility that provides electricity must have and operate in compliance with a risk-based wildfire protection plan that is filed with the Public Utility Commission and has been evaluated by the commission. The plan must be based on reasonable and prudent practices identified through workshops conducted by the commission pursuant to section 2 of this 2021 Act and on commission standards adopted by rule. The public utility must design the plan in a manner that seeks to protect public safety, reduce risk to utility customers and promote electrical system resilience to wildfire damage.

(2) A public utility that provides electricity shall regularly update a risk-based wildfire protection plan on a schedule determined by the commission. The plan must, at a minimum:

(a) Identify areas that are subject to a heightened risk of wildfire and are:

(A) Within the service territory of the public utility; and

(B) Outside the service territory of the public utility but within a reasonable distance, as determined by the commission, of the public utility’s generation or transmission assets.

(b) Identify a means for mitigating wildfire risk that reflects a reasonable balancing of mitigation costs with the resulting reduction of wildfire risk.

(c) Identify preventive actions and programs that the public utility will carry out to minimize the risk of utility facilities causing a wildfire.

(d) After seeking information from regional, state and local entities, including municipalities, identify a protocol for the deenergizing of power lines and adjusting of power system operations to mitigate wildfires, promote the safety of the public and first responders and preserve health and communication infrastructure.

(e) Describe the procedures, standards and time frames that the public utility will use to inspect utility infrastructure in areas that the public utility identifies under paragraph (a) of this subsection.

(f) Describe the procedures, standards and time frames that the public utility will use to carry out vegetation management in areas that the public utility identifies under paragraph (a) of this subsection.

(g) Identify the development, implementation and administration costs for the plan.

(h) Identify the community outreach and public awareness efforts that the public utility will use before, during and after a wildfire season.

(3) To develop a plan described in subsection (2) of this section, a public utility may consult with and consider information from regional, state and local entities, including municipalities.

(4) The commission, in consultation with the State Forestry Department and local emergency services agencies, shall evaluate a public utility's wildfire protection plan and plan updates through a public process.

(5) Not more than 180 days after receiving a wildfire protection plan or plan update from a public utility, the commission shall approve or approve with conditions the plan or update if the commission finds that the plan or update is based on reasonable and prudent practices identified through workshops pursuant to section 2 of this 2021 Act and designed to meet all applicable rules and standards adopted by the commission.

(6) The commission's approval of a wildfire protection plan does not establish a defense to any enforcement action for violation of a commission decision, order or rule or relieve a public utility from proactively managing wildfire risk, including by monitoring emerging practices and technologies.

(7) The commission shall adopt rules for the implementation of this section. The rules may include, but need not be limited to, procedures and standards regarding vegetation management, public power safety shutoffs and restorations, pole materials, circuitry and monitoring systems.

(8) All reasonable operating costs incurred by, and prudent investments made by, a public utility to develop, implement or operate a wildfire protection plan under this section are recoverable in the rates of the public utility from all customers through a filing under ORS 757.210 to 757.220. The commission shall establish an automatic adjustment clause, as defined in ORS 757.210, or another method to allow timely recovery of the costs.

SECTION 3a. (1) In addition to all other penalties provided by law, violation of section 3 of this 2021 Act or a rule adopted pursuant to section 3 of this 2021 Act is subject to a civil penalty not to exceed \$10,000.

(2) Notwithstanding ORS 183.315 (6), 183.745 (7)(d) and 756.500 to 756.610, civil penalties under this section must be imposed by the Public Utility Commission as provided in ORS 183.745.

(3) Civil penalties collected under this section must be paid into the General Fund and credited to the Public Utility Commission Account as described in ORS 756.990 (7).

SECTION 4. (1) As used in this section, "consumer-owned utility" and "governing body" have the meanings given those terms in ORS 757.600.

(2) A consumer-owned utility must have and operate in compliance with a risk-based wildfire mitigation plan approved by the governing body of the utility. The plan must be designed to protect public safety, reduce risk to utility customers and promote electrical system resilience to wildfire damage.

(3) The consumer-owned utility shall regularly update the risk-based wildfire mitigation plan on a schedule the governing body deems consistent with prudent utility practices.

(4) A consumer-owned utility shall conduct a wildfire risk assessment of utility facilities. The utility shall review and revise the assessment on a schedule the governing body deems consistent with prudent utility practices.

(5) A consumer-owned utility shall submit a copy of the risk-based wildfire mitigation plan approved by the utility governing body to the Public Utility Commission to facilitate commission functions regarding statewide wildfire mitigation planning and wildfire preparedness.

SECTION 5. A public utility that provides electricity shall submit the first risk-based wildfire protection plan required of the public utility under section 3 of this 2021 Act for Public Utility Commission evaluation no later than December 31, 2021.

SECTION 6. A consumer-owned utility shall submit the first risk-based wildfire mitigation plan required under section 4 of this 2021 Act to the utility governing body no later than June 30, 2022.

SECTION 6a. (1) As used in this section, “electric utility” has the meaning given that term in ORS 757.600.

(2) Sections 3 and 4 of this 2021 Act do not affect the terms or conditions of easement held by an electric utility over private land as of the effective date of this 2021 Act.

SECTION 6b. Sections 3 and 3a of this 2021 Act do not apply to municipally owned utilities organized under ORS chapter 225.

STATEWIDE MAP OF WILDFIRE RISK

SECTION 7. (1) The State Forestry Department shall oversee the development and maintenance of a comprehensive statewide map of wildfire risk that displays the wildfire risk classes described in subsection (4) of this section and populates the Oregon Wildfire Risk Explorer.

(2) The Oregon Wildfire Risk Explorer must be the official wildfire planning and risk classification mapping tool for the State of Oregon.

(3) The State Board of Forestry shall establish by rule criteria by which the map must be developed and maintained, including criteria concerning the use of the most current wildfire assessments.

(4) In consultation with Oregon State University, the department shall establish five statewide wildfire risk classes of extreme, high, moderate, low and no risk. The classes must be:

(a) Consistent with ORS 477.027.

(b) Based on weather, climate, topography and vegetation.

(5) The department shall enter into an agreement with the university that provides that the university will develop and maintain the map and make the map publicly available in electronic form through the Oregon Wildfire Risk Explorer.

(6) The board shall adopt rules that:

(a) Provide opportunities for public input into the assignment of properties to the wildfire risk classes described in subsection (4) of this section.

(b) Require the department to provide notice and information about how a property owner may appeal an assignment of the property owner’s property to the extreme or high wildfire risk classes.

(c) Allow affected property owners and local governments to appeal the assignment of properties to the wildfire risk classes after the map is developed, after any updates to the map and within a reasonable time after delivery of the notice and information described in paragraph (b) of this subsection.

(d) Establish a specific process for appeals through which a requested change in assignment is assessed based on:

(A) Whether the assignment is consistent with the criteria described in subsection (3) of this section;

(B) Any pertinent facts that may justify a change in the assignment; and

(C) Any error in the data the department used to determine the assignment, if the error justifies a change in the assignment.

(7) The map must:

(a) Be based on the wildfire risk classes.

(b) Be sufficiently detailed to allow the assessment of wildfire risk at the property-ownership level.

(c) Include the boundaries of the wildland-urban interface, as defined in ORS 477.015, consistent with national standards.

(d) Include a layer that geospatially displays the locations of socially and economically vulnerable communities.

(8) To develop and maintain the map, the university shall collaborate with the department, the State Fire Marshal, other state agencies, local governments, federally recognized Indian tribes in this state, other public bodies and any other information sources that the university deems appropriate.

(9) In maintaining the map, the university shall make technical adjustments as needed and update the map consistent with the results of appeals described in subsection (6)(b) of this section.

(10) The university shall provide technical assistance to representatives of state and local government, and to landowners, that use the map.

SECTION 7a. (1) On or before December 31, 2021, the State Forestry Department shall report to an interim committee of the Legislative Assembly related to wildfire, in the manner provided in ORS 192.245, to the State Wildfire Programs Director and to the Wildlife Programs Advisory Council on the progress of the department and Oregon State University in complying with the requirements of section 7 of this 2021 Act.

(2) On or before June 30, 2022, the department and university must finish all actions required of the department and university by section 7 of this 2021 Act.

(3) Notwithstanding any contrary provision of law, the State Board of Forestry may adopt temporary rules to help ensure the requirements described in subsection (2) of this section are met.

DEFENSIBLE SPACE

SECTION 8. As used in sections 8a, 8b and 8c of this 2021 Act, “defensible space” means a natural or human-made area in which material capable of supporting the spread of fire has been treated, cleared or modified to slow the rate and intensity of advancing wildfire and allow space for fire suppression operations to occur.

SECTION 8a. (1) The State Fire Marshal shall establish minimum defensible space requirements for wildfire risk reduction on lands in areas identified on the statewide map of wildfire risk described in section 7 of this 2021 Act as within the wildland-urban interface.

(2) The State Fire Marshal:

(a) Shall consult with the Oregon Fire Code Advisory Board to establish the requirements.

(b) Shall establish requirements that are consistent with and do not exceed the standards pertaining only to defensible space that are set forth in the International Wildland-Urban Interface Code published by the International Code Council, including the standards pertaining only to defensible space that are set forth in sections 603 and 604 of the code.

(c) May consider best practices specific to Oregon in order to establish the requirements.

(d) Shall periodically reexamine the standards set forth in the International Wildland-Urban Interface Code and update the requirements to reflect current best practices, in consultation with the Oregon Fire Code Advisory Board.

(e) Shall enforce the requirements that are applicable to lands within the jurisdiction of a local government.

(f) Shall adopt rules governing administration of the requirements.

(g) May develop and apply a graduated fee structure for use in assessing penalties on property owners for noncompliance with the requirements.

(h) Shall consult on implementation of the requirements.

(i) May adopt rules concerning reports by local governments described in subsection (4)(a) of this section.

(3) Subject to additional local requirements, the requirements shall apply statewide for all lands in the wildland-urban interface that are designated as extreme or high risk, as identified on the map.

(4) Notwithstanding subsection (2) of this section, a local government may:

(a) Administer, consult on and enforce the requirements established by the State Fire Marshal, within the jurisdiction of the local government. A local government that administers or enforces the requirements established by the State Fire Marshal shall periodically report to the State Fire Marshal regarding compliance with the requirements, including the extent of compliance for each property within the jurisdiction of the local government, any change in the degree of compliance since the last report and any other information required by the State Fire Marshal by rule.

(b) Adopt and enforce local requirements for defensible space that are greater than the requirements established by the State Fire Marshal. Any local requirements that a local government adopts for defensible space must be defensible space standards selected from the framework set forth in the International Wildland-Urban Interface Code or other best practices specific to Oregon.

(c) Designate local fire districts, fire departments or fire agencies to enforce the requirements established by the State Fire Marshal or the local government pursuant to paragraph (b) of this subsection. A local government that designates enforcement must comply with the reporting requirements in paragraph (a) of this subsection.

(5) The State Fire Marshal shall administer a community risk reduction program that emphasizes education and methods of prevention with respect to wildfire risk, enforcement of defensible space requirements, response planning and community preparedness for wildfires.

(6) The State Fire Marshal may provide financial, administrative, technical or other assistance to a local government to facilitate the administration and enforcement of requirements within the jurisdiction of the local government. A local government shall expend financial assistance provided by the State Fire Marshal under this subsection to give priority to the creation of defensible space:

(a) On lands owned by members of socially and economically vulnerable communities, persons with limited proficiency in English and persons of lower income as defined in ORS 456.055.

(b) For critical or emergency infrastructure.

(c) For schools, hospitals and facilities that serve seniors.

SECTION 8b. (1) The minimum defensible space requirements established by the State Fire Marshal pursuant to section 8a of this 2021 Act may not be used as criteria to approve or deny:

(a) An amendment to a local government's acknowledged comprehensive plan or land use regulations.

(b) A permit, as defined in ORS 215.402 or 227.160.

(c) A limited land use decision, as defined in ORS 197.015.

(d) An expedited land division, as defined in ORS 197.360.

(2) Notwithstanding subsection (1) of this section, a local government may:

(a) Amend the acknowledged comprehensive plan or land use regulations of the local government to include the requirements; and

(b) Use the requirements that are included in the amended acknowledged comprehensive plan or land use regulations as a criterion for a land use decision.

SECTION 8c. The State Fire Marshal shall establish minimum defensible space requirements for wildfire risk reduction on lands in areas identified on the map described in section 7 of this 2021 Act on or before December 31, 2022.

SECTION 9. The Community Risk Reduction Fund is established in the State Treasury, separate and distinct from the General Fund. Interest earned by the Community Risk Reduction Fund shall be credited to the fund. Moneys in the fund are continuously appropriated to the State Fire Marshal for the purpose of carrying out community risk reduction and the local government financial assistance described in section 8a of this 2021 Act.

SECTION 10. (1) The State Fire Marshal shall biannually report regarding the status of State Fire Marshal and local government activities for carrying out section 8a of this 2021 Act to a committee or interim committee of the Legislative Assembly related to wildfire, in the manner provided in ORS 192.245, to the State Wildfire Programs Director and to the Wildfire Programs Advisory Council:

(a) On or before the date of convening of the regular session of the Legislative Assembly as specified in ORS 171.010.

(b) Approximately six months after the date described in paragraph (a) of this subsection.

(2) The report shall include, but need not be limited to:

(a) A status report regarding community risk reduction and the establishment, administration and enforcement of defensible space requirements;

(b) The amount of moneys expended during the year for community risk reduction and the establishment, administration or enforcement of defensible space requirements;

(c) The amount of moneys expended during the year for the suppression of fires on wildland-urban interface lands; and

(d) Any recommendations of the State Fire Marshal for legislative action, including, but not limited to, current or future resource and funding needs for community risk reduction and establishing, administering or enforcing defensible space requirements.

LAND USE

SECTION 11. (1) As used in this section, “defensible space” has the meaning given that term in section 8 of this 2021 Act.

(2) The Department of Land Conservation and Development shall identify updates to the statewide land use planning program and local comprehensive plans and zoning codes that are needed in order to incorporate wildfire risk maps and minimize wildfire risk, including the appropriate levels of state and local resources necessary for effective implementation.

(3) Updates may include, but need not be limited to, provisions regarding sufficient defensible space, building codes, safe evacuation and development considerations in areas of extreme and high wildfire risk, allowing for regional differences.

(4) On or before October 1, 2022, the Department of Land Conservation and Development shall:

(a) Complete the updates.

(b) Report to a committee or interim committee of the Legislative Assembly related to wildfire, in the manner provided in ORS 192.245, to the State Wildfire Programs Director and to the Wildfire Programs Advisory Council on the updates. The report must include recommendations concerning the updates.

(5) As necessary to identify needed updates and develop the recommendations required by subsection (4)(b) of this section, the department may consult with the State Fire Marshal, the State Forestry Department, the Department of Consumer and Business Services and local governments.

BUILDING CODES

SECTION 12. (1) For extreme and high wildfire risk classes in the wildland-urban interface that are identified pursuant to section 7 of this 2021 Act, the Department of Consumer and Business Services shall adopt wildfire hazard mitigation building code standards that apply to new dwellings and the accessory structures of dwellings, as described in section R327 of the 2021 Oregon Residential Specialty Code.

(2) The department shall amend section R327 of the Oregon Residential Specialty Code to include standards for additions to existing dwellings and accessory structures and for replacement of existing exterior elements covered in section R327 of the 2021 Oregon Residential Specialty Code.

(3) The department shall incorporate the standards described in subsections (1) and (2) of this section into any updates to the Oregon Residential Specialty Code.

SECTION 12a. (1) The Department of Consumer and Business Services shall take the actions required by section 12 (1) and (2) of this 2021 Act not later than October 1, 2022.

(2) The standards described in section 12 (1) and (2) of this 2021 Act may not become operative before April 1, 2023.

SECTION 12b. Not more than two years after the standards described in section 12 (1) and (2) of this 2021 Act are adopted, the Department of Consumer and Business Services shall update section R327 of the Oregon Residential Specialty Code to:

(1) Ensure that the code incorporates the standards described in section 12 (1) and (2) of this 2021 Act; and

(2) Make any necessary adjustments to the applicability of the standards and permitting requirements in the code.

SECTION 12c. The Department of Consumer and Business Services:

(1) Shall develop and maintain an interactive mapping tool that displays, at the property level, wildfire hazard mitigation standards covered in section R327 of the Oregon Residential Specialty Code. The tool must be designed to support future inclusion of snow load, seismic and wind building code standards at the property level.

(2) Shall collaborate with Oregon State University to obtain any needed information from the Oregon Wildfire Risk Explorer and national or science-based sources in order to develop the tool.

(3) Shall ensure that the tool is displayed in an electronic format and available to the public at no charge.

(4) Shall periodically update the tool when the relevant building code is updated.

(5) May enter into an agreement with the university concerning services required to develop and maintain the tool.

SECTION 12d. (1) The Department of Consumer and Business Services shall develop the interactive mapping tool described in section 12c of this 2021 Act not more than 60 days after the statewide map of wildfire risk described in section 7 of this 2021 Act is developed.

(2) Any delay in developing the tool may not affect a deadline concerning the map.

HEALTH SYSTEMS FOR SMOKE

SECTION 13. The Department of Environmental Quality shall develop and implement a program for supporting local communities, in detecting, preparing for, communicating or mitigating the environmental and public health impacts of wildfire smoke.

SECTION 13a. The Department of Environmental Quality shall establish a program for supporting local communities through intergovernmental agreements, grants, contracts or cooperative agreements to develop and implement community response plans to enhance the communities' readiness and mitigation capacity for smoke.

SECTION 13b. (1) The Department of Environmental Quality shall establish and implement a program to support communities across this state in monitoring, interpreting and communicating data related to ambient air quality conditions caused by wildfire smoke.

(2) As part of the program, the department shall:

(a) Conduct community outreach in areas of this state that are prone to poor air quality attributable to elevated levels of particulate matter.

(b) Deploy air quality monitoring equipment in a manner sufficient to evaluate an increased prevalence of poor air quality attributable to elevated levels of particulate matter.

(c) Monitor meteorological conditions in a manner sufficient to forecast occurrences of poor air quality.

SECTION 14. (1) As used in this section, "smoke filtration system" means an air filtration system capable of removing particulates and other harmful components of wildfire smoke in a public building.

(2) In consultation and coordination with the Oregon Health Authority, the Department of Human Services shall establish and implement a grant program that allows local governments to:

(a) Establish emergency clean air shelters.

(b) Equip public buildings with smoke filtration systems so the public buildings may serve as cleaner air spaces during wildfire smoke and other poor air quality events.

(3) The department shall require grantees to provide access to the clean air shelters at no charge.

SECTION 14a. The Department of Human Services is the lead state agency for clean air shelter operations. The department shall:

(1) Consult and collaborate with the Oregon Health Authority to align practices for voluntary evacuations and emergency sheltering operations.

(2) Coordinate with the authority in setting priorities for awarding grants described in section 14 of this 2021 Act.

(3) Provide support to local agencies that take lead roles in operating and planning clean air shelters in the local agencies' jurisdictions.

SECTION 14b. No later than June 30, 2023, in consultation with the Oregon Health Authority, the Department of Human Services shall report to an appropriate committee or interim committee of the Legislative Assembly, in the manner described in ORS 192.245, to the State Wildfire Programs Director and to the Wildfire Programs Advisory Council on:

(1) The grants administered pursuant to section 14 of this 2021 Act, including information about which local governments received grants.

(2) Any barriers to administering the grants.

(3) Areas for improving the grant program described in section 14 of this 2012 Act.

(4) Public health impacts from wildfire smoke events.

SECTION 15. (1) As used in this section, "smoke filtration device" means portable air cleaners and furnace, heating, ventilation and air conditioning filters that are intended to remove contaminants, including particulates and other harmful components of wildfire smoke, from the air in a room to improve indoor air quality.

(2) The Oregon Health Authority shall establish a program to increase the availability of residential smoke filtration devices among persons vulnerable to the health effects of wildfire smoke who reside in areas susceptible to wildfire smoke.

(3) The authority may award grants for the purchase of smoke filtration devices.

(4) If the authority awards grants described in this section, the authority shall give priority to funding for smoke filtration devices in residential buildings occupied by persons who

qualify for the Oregon Health Plan or Medicaid and are vulnerable to the health effects of wildfire smoke.

(5) The authority may adopt rules establishing standards for smoke filtration devices obtained with grant moneys received under this section, including, but not limited to, minimum acceptable efficiency for the removal of particulates and other harmful substances generated by wildfires.

(6) The authority may provide information and refer service providers to grantees that need housing interventions to facilitate effective use of smoke filtration devices, including interventions such as weather proofing.

SECTION 15a. The Oregon Health Authority shall periodically report to an appropriate committee or interim committee of the Legislative Assembly, as described in ORS 192.245, to the State Wildfire Programs Director and to the Wildfire Programs Advisory Council on:

- (1) The use of smoke filtration devices funded under section 15 of this 2021 Act, including use of the smoke filtration devices by vulnerable and underserved communities.
- (2) The effectiveness of the programs described in section 15 of this 2021 Act.
- (3) Areas for improvement.
- (4) Public health impacts during wildfire smoke events.
- (5) Whether funding described in section 15 of this 2021 Act has provided a public health return on investment.

EMERGENCY RESPONSE AND DISASTER RECOVERY

SECTION 16. ORS 401.025 is amended to read:

401.025. As used in this chapter:

(1) "Emergency" means a human created or natural event or circumstance that causes or threatens widespread loss of life, injury to person or property, human suffering or financial loss, including but not limited to:

(a) Fire, **wildfire**, explosion, flood, severe weather, landslides or mud slides, drought, earthquake, volcanic activity, tsunamis or other oceanic phenomena, spills or releases of oil or hazardous material as defined in ORS 466.605, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage, acts of terrorism and war; and

(b) A rapid influx of individuals from outside this state, a rapid migration of individuals from one part of this state to another or a rapid displacement of individuals if the influx, migration or displacement results from the type of event or circumstance described in paragraph (a) of this subsection.

(2) "Emergency service agency" means an organization within a local government that performs essential services for the public's benefit before, during or after an emergency, such as law enforcement, fire control, health, medical and sanitation services, public works and engineering, public information and communications.

(3) "Emergency services" means activities engaged in by state and local government agencies to prepare for an emergency and to prevent, minimize, respond to or recover from an emergency, including but not limited to coordination, preparedness planning, training, interagency liaison, fire fighting, oil or hazardous material spill or release cleanup as defined in ORS 466.605, law enforcement, medical, health and sanitation services, engineering and public works, search and rescue activities, warning and public information, damage assessment, administration and fiscal management, and those measures defined as "civil defense" in 50 U.S.C. app. 2252.

(4) "Local government" has the meaning given that term in ORS 174.116.

(5) "Major disaster" means any event defined as a "major disaster" under 42 U.S.C. 5122(2).

SECTION 17. (1) **The Office of Emergency Management shall update its statewide emergency plan as necessary to prepare for or respond to wildfire emergencies on an area-wide or statewide basis. The plan developed by the office to prepare for or respond to wildfire**

emergencies shall include, but need not be limited to, wildfire risk mitigation efforts and evacuation planning.

(2) The office shall coordinate with cities, counties, adult foster homes, health care facilities and residential facilities, the Department of Human Services and the Oregon Health Authority to establish local or private procedures to prepare for emergencies related to wildfire and ensure that local efforts to prevent, respond to or recover from an emergency caused by wildfire are conducted in a manner consistent with the plan developed by the office to prepare for or respond to wildfire emergencies. The coordinated activities may include, but need not be limited to, providing training, carrying out exercises and promoting community education.

SECTION 17a. The Office of Emergency Management shall conduct the update required by section 17 (1) of this 2021 Act on or before December 31, 2021.

REDUCTION OF WILDFIRE RISK

SECTION 18. (1)(a) The State Forestry Department shall design and implement a program 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.

(b) The department shall ensure that the program is consistent with the objectives described in this section and biennially select, administer and evaluate projects consistent with the objectives described in this subsection.

(c) When developing program and project selection criteria, the department shall, to the extent practicable, consult and cooperate with state and federal agencies, counties, cities and other units of local government, federally recognized Indian tribes in this state, public and private forestland and rangeland owners, forest and rangeland collaboratives and other relevant community organizations and ensure consistency with the priorities described in subsection (3) of this section.

(2) The department shall develop a 20-year strategic plan, as described in the Shared Stewardship Agreement signed on August 13, 2019, that prioritizes restoration actions and geographies for wildfire risk reduction. The plan must be able to be used to direct federal, state and private investments in a tangible way.

(3) In selecting and administering projects, the department shall:

(a) In collaboration with the Oregon State University Extension Service and other entities, identify strategic landscapes that are ready for treatment, giving priority to projects within the landscapes that are:

(A) On lands in the four highest eNVC risk classes identified in the United States Forest Service report titled "Pacific Northwest Quantitative Wildfire Risk Assessment: Methods and Results" and dated April 9, 2018;

(B) Inclusive of federal lands with treatment projects currently approved under the National Environmental Policy Act (42 U.S.C. 4321 et seq.);

(C) Focusing on treatments protective of human life, property, critical infrastructure, watershed health and forest or rangeland habitat restoration; and

(D) Part of a collaborative partnership with agreements across diverse forestland or rangeland stakeholders that use an expansive, landscape-scale approach to address underlying causes of poor wildfire resilience and elevated risk of wildfire or that establish innovative approaches to addressing the underlying causes that could be implemented on a larger scale.

(b) To the extent practicable, identify and support projects that are designed to:

(A) Evaluate varying types of fuel treatment methods;

(B) Leverage the collective power of public-private partnerships and federal and state funding, including leverage of the coordination of funding to support collaborative initiatives

that address the underlying causes of elevated forestland and rangeland wildfire risk across ownerships; and

(C) Optimize the receipt of federal government investments that equal or exceed department investments.

(c) Design the projects to involve existing forest-based and range-based contracting entities.

(d) Design the projects to complement programs and projects of the Oregon Watershed Enhancement Board or other state agencies as needed.

(e) Design the projects to involve the Oregon Conservation Corps Program established by section 21 of this 2021 Act, to the maximum extent possible, for community protection projects located in the wildland-urban interface, subject to funding available in the Oregon Conservation Corps Fund established by section 23 of this 2021 Act.

(f) Affirmatively seek, and enhance opportunities for, collaboration from stakeholders holding a wide variety of perspectives regarding forest and rangeland management and opportunities for significant involvement by communities in proximity to project sites.

(g) Engage in monitoring of the projects to produce useful information on which to base recommendations to the Legislative Assembly.

(4) A project under this section may not include commercial thinning on:

(a) Inventoried roadless areas;

(b) Riparian reserves identified in the Northwest Forest Plan or in federal Bureau of Land Management resource management plans;

(c) Late successional reserves, except to the extent consistent with the 2011 United States Fish and Wildlife Service Revised Recovery Plan for the Northern Spotted Owl (*Strix occidentalis caurina*);

(d) Areas protected under the federal Wild and Scenic Rivers Act (P.L. 90-542), national recreation areas, national monuments or areas protected under ORS 390.805 to 390.925;

(e) Designated critical habitat for species listed as threatened or endangered under the Endangered Species Act of 1973 (P.L. 93-205) or by the State Fish and Wildlife Commission under ORS 496.172, unless commercial thinning is already allowed under an existing environmental review or recognized habitat recovery plan; or

(f) Federally designated areas of critical environmental concern or federally designated wilderness study areas.

(5) The department shall give public notice, and allow reasonable opportunity for public input, when identifying and selecting landscapes under this section.

SECTION 19. Section 18 of this 2021 Act does not expand, diminish or otherwise affect a right, privilege, duty or function established under federal, state or local laws or rules that pertain to the management of private lands in this state.

SECTION 20. (1) The State Forestry Department shall complete the operation of projects under section 18 of this 2021 Act no later than June 30, 2023.

(2) The department shall report regarding progress in carrying out projects under section 18 of this 2021 Act to an interim committee of the Legislative Assembly related to natural resources, in the manner provided by ORS 192.245, and to the Governor, State Wildfire Programs Director and Wildfire Programs Advisory Council no later than January 15, 2022. The report shall include, but need not be limited to:

(a) An explanation of how landscapes were selected, a summary of the selected projects, a description of initial outcomes from projects selected under the requirements established by section 18 of this 2021 Act, anticipated time frames for completion of the projects and any initial recommendations concerning landscape identification and projects selected under the requirements established by section 18 of this 2021 Act;

(b) A description of the funding source types and amounts secured by the department as matching funds to implement projects; and

(c) A summary of outreach and coordination with relevant federal and state agencies, counties, cities and other units of local government, federally recognized Indian tribes in this state, public and private forestland and rangeland owners, forestland and rangeland collaboratives and other relevant community organizations to identify and select landscapes for treatment and develop selection criteria for projects.

(3)(a) The department shall report its findings and recommendations regarding wildfire risk reduction on forestland and rangeland and in communities, based on information obtained from the projects described in section 18 of this 2021 Act, to an interim committee of the Legislative Assembly related to natural resources, in the manner provided by ORS 192.245, and to the Governor, State Wildfire Programs Director and Wildfire Programs Advisory Council no later than July 15, 2023. The report shall include, but need not be limited to:

(A) A qualitative and quantitative summary of the project outcomes that, at a minimum, states the number of acres treated, the treatment actions carried out and any resulting or anticipated changes in landscape conditions related to enhanced resiliency or the mitigation of wildfire risk to public values;

(B) The identification of barriers to more efficient implementation and achievement of goals in future wildfire risk reduction projects;

(C) A qualitative and quantitative summary of the use of prescribed fire activities and invasive annual grass treatments for wildfire risk reduction that, at a minimum, states the number of acres burned or treated and any resulting or anticipated changes in landscape conditions related to enhanced resiliency or the mitigation of wildfire risk to public values;

(D) The identification of existing disincentives to, and recommendation for reducing barriers to, the use of prescribed fire;

(E) Recommendations for creating optimal working relationships with forestland or rangeland collaboratives and other relevant community organizations regarding future wildfire risk reduction projects;

(F) A description of the funding source types and amounts secured by the department as matching funds to carry out projects; and

(G) Recommendations for investment in future wildfire risk reduction projects to be carried out in the 2023-2025 biennium.

(b) In developing the report required under this subsection, the department shall work in coordination with federal land management agencies, institutions of higher education and third parties to develop consistent performance measurements and condition-based metrics for monitoring and communicating the effectiveness of state investments and project actions in reducing wildfire risk on public or private forestlands and rangelands and in communities.

OREGON CONSERVATION CORPS

SECTION 21. (1) The Oregon Conservation Corps Program is established for the purposes of:

(a) Reducing the risk wildfire poses to communities and critical infrastructure.

(b) Helping to create fire-adapted communities.

(c) Engaging youth and young adults in workforce training.

(2) Youth and young adults between 13 years of age and 26 years of age who have been qualified by a youth development organization may participate in projects undertaken by the corps.

(3) Notwithstanding any contrary provision of law, participants in projects undertaken by the corps:

(a) Are not employees of the corps.

(b) Are exempt from prevailing wage laws.

(c) Must receive compensation for their participation of at least minimum wage or an allowance or stipend that, when combined with other sources of payment the participant is eligible to receive, including academic credit or an AmeriCorps education award, is equivalent to the value of minimum wage.

SECTION 22. (1) As used in this section, “eligible organization” includes Oregon-based nonprofit youth development organizations and public entities that provide programs of job training, skill development and forest-related or rangeland-related career path training.

(2) The Oregon Conservation Corps Advisory Committee is established within the Higher Education Coordinating Commission for the purpose of managing the Oregon Conservation Corps Program.

(3) The Governor shall determine the number of members on the committee and appoint the members.

(4) The committee shall, in collaboration with a qualified nonprofit foundation, actively seek and source private donations to support the Oregon Conservation Corps Program.

(5) The committee may direct the expenditure of moneys from the Oregon Conservation Corps Fund for a promotional website and materials to solicit private funds.

(6) Members may not receive compensation for service on the committee, but, subject to any applicable laws regulating travel and other expenses of state officers and employees, may be reimbursed for actual and necessary travel and other expenses incurred in the performance of committee duties with moneys available to the commission for the purpose of reimbursing the members.

(7) The committee shall administer a grant process that:

(a) Provides funding to support the work conducted by the Oregon Conservation Corps Program.

(b) Defines and uses an equity lens in awarding grants by identifying and supporting populations with greater vulnerability including communities of color, indigenous communities, communities with members who have limited proficiency in English and communities with lower-income members.

(c) Awards grants to eligible organizations.

(d) Ensures that grant awards support activities described in section 21 (1) of this 2021 Act and subsection (8) of this section.

(e) Establishes guidelines for prioritizing grant-supported projects to reduce community fire risks, promote youth and young adult workforce development and educational experiences and reduce hazardous fuels.

(8) The committee shall consult with the State Forestry Department to ensure that the grant process awards funds to proposals that:

(a) Protect at-risk communities and infrastructure within the wildland-urban interface, as described in section 18 of this 2021 Act.

(b) Meet standards for fuel treatment established by the department.

(9) The committee shall biennially submit a report, on the timeline described in ORS 293.640, to an appropriate committee or interim committee of the Legislative Assembly, as described in ORS 192.245, and to the State Wildfire Programs Director and Wildfire Programs Advisory Council, regarding the expenditure of moneys deposited in the Oregon Conservation Corps Fund.

SECTION 23. (1) The Oregon Conservation Corps Fund is established in the State Treasury, separate and distinct from the General Fund. Interest earned by the Oregon Conservation Corps Fund shall be credited to the fund.

(2) The fund may receive contributions from individuals and private organizations.

(3) Moneys in the fund are continuously appropriated to the Higher Education Coordinating Commission to be used as directed by the Oregon Conservation Corps Advisory Committee and for related administrative expenses of the commission.

(4) The commission shall keep records of all moneys credited to and deposited in the fund and the activity or program against which each withdrawal from the fund is charged.

SMALL FORESTLAND GRANT PROGRAM

SECTION 24. (1) As used in this section, “small forestland owner” means an individual, group, federally recognized Indian tribe in Oregon or association that owns:

(a) Up to 160 acres of nonindustrial private forestland west of the crest of the Cascade Mountains; or

(b) Up to 640 acres of nonindustrial private forestland east of the crest of the Cascade Mountains.

(2) The State Forestry Department shall establish a small forestland grant program for the purpose of providing grants, on a competitive basis, to support small forestland owners in reducing wildfire risk through the restoration of landscape resiliency and the reduction of hazardous fuels on the owners’ property.

(3) In consultation with partners and stakeholders, the department shall set criteria for assessing grant applications and awarding grants. The criteria may include, but need not be limited to:

(a) Prioritization of projects on forestland in extreme or high wildfire risk classes described in section 7 of this 2021 Act.

(b) Owner commitment to maintaining fuel reduction treatments.

(c) Owner possession of a forest management plan.

(d) Project proximity to current or past fuel mitigation efforts, supported by any owner or funding source, that would contribute to cross-boundary, landscape-scale forest resiliency.

(e) Whether the project addresses additional resource concerns, such as insect and disease management.

(f) Whether critical facilities and infrastructure may receive enhanced protection due to project outcomes.

PRESCRIBED FIRE

SECTION 25. The State Forestry Department shall adopt rules to clarify that a person may:

(1) Conduct a prescribed fire that burns across land ownership boundaries if the person obtains a permit for the fire as described in ORS 477.515 or 477.625 and complies with the conditions of the permit.

(2) Obtain a single permit under ORS 477.515 or 477.625 for a prescribed fire that burns across land ownership boundaries if the person demonstrates to the department that the person has obtained consent to conduct the fire from all persons on whose lands the fire is planned to burn.

SECTION 25a. The State Forestry Department shall initiate the rulemaking described in section 25 of this 2021 Act on or before November 30, 2021, and finalize the rulemaking on or before November 30, 2022.

SECTION 26. ORS 526.360 is amended to read:

526.360. (1) The State Board of Forestry, [*and the forester*] **the State Forester and forest protective associations** may assist to the extent [*possible*] **practical** in developing, for forestry, grazing or agricultural uses, all forestland classified pursuant to ORS 526.328 or 526.340 for such uses, including the burning of brush or other flammable material for the purpose of:

(a) Removing a fire hazard to any property;

(b) Preparing seed beds;

(c) Removing obstructions to or interference with the proper seeding or agricultural or grazing development or use of that land;

(d) Promoting the establishment of new forest crops on cutover, denuded or underproductive lands;

(e) Implementing pest prevention and suppression activities, as provided in ORS 527.310 to 527.370; or

(f) Promoting improvements to forest health, including improvements to fish and wildlife habitat.

(2) Upon request of the owner or the agent of the owner of any forestland classified pursuant to ORS 526.328 or 526.340, the forester **or a forest protective association** may perform or supervise burning operations thereon for any of the purposes stated in subsection (1) of this section. The owner or the agent of the owner shall supply such personnel and equipment and shall perform such fire control actions and activities as the forester **or forest protective association** may require while there is danger of the fire spreading. The forester **or forest protective association** may refuse to perform or supervise burning or to issue any burning permit when, in the judgment of the forester **or forest protective association**, conditions so warrant.

(3) To accomplish the purposes set forth in subsection (1) of this section, the [*State Board of Forestry may*] **board shall** establish by rule a Certified Burn Manager program.

(4) The rules shall include:

(a) Certification standards, requirements and procedures;

(b) Standards, requirements and procedures to revoke certification;

(c) Actions and activities that a Certified Burn Manager must perform;

(d) Actions and activities that a Certified Burn Manager may not allow or perform;

(e) Limitations on the use of a Certified Burn Manager; and

(f) Any other standard, requirement or procedure that the board considers necessary for the safe and effective administration of the program.

(5) The rules may establish and impose fees for participation in the program.

[*(4)*] **(6)** When [*any*] a burning for any of the purposes stated in subsection (1) of this section on forestland classified pursuant to ORS 526.328 or 526.340 is started under the supervision of and supervised by the forester, **a forest protective association** or a Certified Burn Manager, [*no*] a person [*shall*] **may not** be **held** liable for property damage resulting from that burning unless the damage is caused by the negligence of the person.

SECTION 27. By December 1, 2021, the State Board of Forestry shall:

(1) Consult with the Oregon Prescribed Fire Council concerning best practices for conducting the Certified Burn Manager program described in ORS 526.360;

(2) Initiate rulemaking to establish the program; and

(3) Report in the manner provided in ORS 192.245 to an appropriate committee or interim committee of the Legislative Assembly on progress the board has made in establishing and implementing the program and when the board expects to launch the program.

FEDERAL PARTNERSHIPS

SECTION 27a. The State Forestry Department shall cooperate with federal agencies to increase the effectiveness of activities undertaken pursuant to ORS 526.271, 526.274 and 526.275.

PROTECTED AREAS

SECTION 28. (1) The State Forester, in collaboration with the State Fire Marshal, state agencies and local governments as defined in ORS 174.116, shall adopt rules establishing baseline levels of wildfire protection for lands that are outside of forest protection districts and susceptible to wildfire. When establishing the baseline levels for lands, the State Forester shall ensure that the levels are adapted to reflect regional conditions. A county, in collaboration with the State Forester and the State Fire Marshal, may work to ensure that all lands within the county that are outside of forest protection districts and susceptible to

wildfire are provided with wildfire protection services at the applicable baseline level or a higher level. As used in this subsection, “forest protection districts” means lands designated in State Forester rules as provided under ORS 477.225.

(2) A county, in collaboration with the State Forester and the State Fire Marshal, may assist:

(a) Landowners, individuals and businesses with forming jurisdictions to provide wildfire protection;

(b) Landowners, individuals, businesses and jurisdictions with obtaining expansion of or other changes to boundaries or facility locations of jurisdictions that provide wildfire protection;

(c) Jurisdictions to expand or adjust jurisdiction service boundaries to ensure adequate wildfire protection for lands; and

(d) Jurisdictions in developing wildfire protection facilities, equipment, training and other resources adequate to ensure that the jurisdiction provides timely and effective wildfire protection at the baseline level or higher on lands described in subsection (1) of this section throughout the jurisdiction.

(3) The State Forester may provide financial assistance to counties for carrying out county duties under subsection (2) of this section from any funds made available to the State Forester and designated for that purpose.

SECTION 29. A county shall ensure no later than January 1, 2026, that all lands described in section 28 (1) of this 2021 Act within the county have baseline level or higher wildfire protection as described in section 28 of this 2021 Act.

WILDFIRE RESPONSE CAPACITY

SECTION 30. (1) The State Forestry Department shall establish and maintain an expanded system of automated smoke detection cameras that includes staffing in detection centers to monitor and alert fire suppression staff when fires are detected.

(2) The system must serve the purposes of quickly detecting, locating and extinguishing fires and keeping fires as small as possible.

SECTION 30a. The State Forestry Department:

(1) Shall consult and coordinate with federal agencies, private stakeholders and other state agencies to determine the adequacy of state, federal and private wildfire response capacity. The department shall act to facilitate wildfire prevention and wildfire response communication and coordination between federal, state, local and private entities.

(2) Shall increase the department’s wildfire readiness and response capacity, including increases to fire suppression response personnel, aviation assets and necessary administrative support personnel, to the extent the department receives funding for the increase.

(3) Shall, to the extent practicable, seek to leverage state moneys to obtain an increase in federal wildfire resources available to Oregon for effective initial response purposes.

(4) Shall consult with the office of the State Fire Marshal and with local fire defense board chiefs to assess the adequacy of available mutual aid to provide wildfire response on wildland-urban interface lands and to identify means for providing additional resources from the state or other entities to enhance wildfire response capacity on wildland-urban interface lands.

(5) Shall continually identify workforce development needs associated with wildfire risk mitigation and wildfire response and develop funding proposals for meeting those needs on a sustained basis. The identified workforce development needs must align with wildfire risk to provide an adequate level of wildfire protection, as described in ORS 477.062.

(6) May enter into cooperative agreements or contracts with a local or private entity for the purpose of assisting the entity to organize for purposes of wildfire risk mitigation or wildfire response, including, but not limited to, facilitating wildfire training and the acquisi-

tion of firefighting equipment for the entity and assisting with payment for liability insurance and other administrative expenses of the entity associated with wildfire risk mitigation or wildfire response.

SECTION 30b. (1) The office of the State Fire Marshal shall increase the office's wildfire readiness and response capacity to the extent the office receives funding for the increase, by means including:

(a) Increasing fire prevention and response personnel and fire administrative support personnel to address planning, communications, training, deployment and safety.

(b) Implementing innovative technologies and modernizing systems to expedite fire resource deployment in an efficient and safe manner.

(2) The State Fire Marshal may:

(a) Designate funding intended for the Oregon fire mutual aid system to support prepositioning of resources and costs.

(b) Enter into contracts with federal or state agencies, other states, political subdivisions, corporations and authorities having fire suppression jurisdiction for fire prevention, suppression, coordination and response.

WILDLAND-URBAN INTERFACE FIRE PROTECTION

SECTION 31. ORS 477.015 is amended to read:

477.015. [(1)] As used in **this section and** ORS [477.015 to 477.061] **477.025 and 477.027**, [unless the context otherwise requires,] "[forestland-urban] **wildland-urban** interface" [means] **has the meaning given that term in rule by the State Board of Forestry.** [a geographic area of forestland inside a forest protection district where there exists a concentration of structures in an urban or sub-urban setting.]

[(2) As used in ORS 477.015 to 477.057, unless the context requires otherwise:]

[(a) "Committee" means a county forestland-urban interface classification committee.]

[(b) "Governing body" means the board of county commissioners or county court of a county, as the case may be.]

SECTION 32. ORS 477.025 is amended to read:

477.025. The Legislative Assembly recognizes that the [forestland] **wildland-urban** interface in Oregon varies by condition, situation, fire hazard and risk, that different [forestland] **wildland-urban** interface fire protection problems exist across the state because of this variability, **and** that these different problems necessitate varied fire prevention and protection practices. [and that, in order to give recognition to such differences and their effect on the accomplishment of the public policy stated in ORS 477.023, certain classifications of the forestland-urban interface within the State of Oregon are established by ORS 477.027 to 477.057.]

SECTION 33. ORS 477.027 is amended to read:

477.027. (1) By [administrative] rule, **considering national best practices**, the State Board of Forestry shall establish:

(a) **A definition of "wildland-urban interface."**

(b) Criteria by which the [forestland-urban] **wildland-urban** interface [shall] **must** be identified and classified.

(2) The criteria [shall]:

(a) **Must** recognize differences across the state in fire hazard, fire risk and structural characteristics within the [forestland-urban] **wildland-urban** interface.

(b) **May not exclude a category of land from inclusion in the wildland-urban interface.**

(3) **Based on** the criteria [shall include not less than three nor more than], **the board shall establish** five classes of [forestland-urban] **wildland-urban** interface.

(4) **The classes must be integrated into the comprehensive statewide map described in section 7 of this 2021 Act.**

SECTION 33a. The State Board of Forestry shall adopt by rule the definition described in ORS 477.027 (1)(a), as amended by section 33 of this 2021 Act, not later than 100 days after the effective date of this 2021 Act.

SECTION 34. ORS 477.017, 477.018, 477.023, 477.029, 477.031, 477.052, 477.054, 477.057, 477.059, 477.060 and 477.061 are repealed.

STATE WILDFIRE PROGRAMS DIRECTOR

SECTION 35. (1) The Governor shall appoint a State Wildfire Programs Director to serve at the pleasure of the Governor.

(2) The duties of the director shall include:

(a) Overseeing implementation of requirements and authorization provided by this 2021 Act.

(b) Coordinating and integrating activities of state agencies and other entities that are required or authorized by this 2021 Act in order to optimize the efficiency and effectiveness of the activities.

(c) Ensuring compliance with deadlines set out in this 2021 Act.

(d) Monitoring and assessing any financial impacts of the activities on local jurisdictions and the equity of those financial impacts among the jurisdictions.

(e) Supervising staffing of the Wildfire Programs Advisory Council.

(f) Reporting at least every 60 days to the Governor, the President of the Senate, the Speaker of the House of Representatives and the chairs of relevant committees and interim committees of the Legislative Assembly to summarize progress on implementing the activities, note obstacles and opportunities and catalog possibilities for future improvements to further reduce wildfire risk in this state.

(g) Exploring additional opportunities to reduce wildfire risk, including but not limited to engaging with:

(A) Insurance companies regarding insurance policy coverage provisions, underwriting standards, insurance rates and any other topics relevant to enhancing the protection of property from wildfire at a reasonable cost.

(B) Electric utilities regarding further actions to protect public safety, reduce risk to electric company customers and promote electrical system resilience to wildfire damage.

(C) Congressional delegations and federal agencies to expand opportunities for cost-share partnerships for wildfire mitigation and develop strategies for improvements to federal fire management policies.

(h) Collaborating with the State Resilience Officer and participating in any relevant emergency preparedness advisory councils.

WILDFIRE PROGRAMS ADVISORY COUNCIL

SECTION 36. (1) As used in this section, “defensible space” has the meaning given that term in section 8 of this 2021 Act.

(2) There is established a Wildfire Programs Advisory Council to advise and assist the State Wildfire Programs Director by:

(a) Closely monitoring implementation of activities related to wildfire prevention and response, including receiving and evaluating agency reports related to wildfire prevention and response.

(b) Providing advice on potential changes to the activities in order to fulfill the goal of dramatically reducing wildfire risk in this state and ensuring that regional defensible space, building codes and land use applications are appropriate.

(c) Strengthening intergovernmental and multiparty collaboration and enhancing collaboration between governments and stakeholders on an ongoing basis.

(d) Developing strategies to enhance collaboration among governmental bodies and the general public.

(e) Assessing ways the statewide map of wildfire risk described in section 7 of this 2021 Act may inform development of building codes and land use laws, rules and decisions, in a regionally appropriate manner.

(f) Assessing the application of defensible space requirements to vineyards, crops and other cultivated vegetation.

(g) Reviewing Department of Land Conservation and Development findings and recommendations in the report required by section 11 of this 2021 Act and making additional recommendations related to potential updates to the statewide land use planning program, local comprehensive plans and zoning codes to incorporate wildfire risk maps and minimize wildfire risk to people, public and private property, businesses, infrastructure and natural resources.

(3) The council is not a decision-making body but instead is established to provide advice, assistance, perspective, ideas and recommendations to the State Wildfire Programs Director.

(4) The President of the Senate and Speaker of the House of Representatives shall jointly appoint 19 members to the council as follows:

(a) One member who represents county government.

(b) One member who is a land use planning director of a county that is wholly or partially within the wildland-urban interface.

(c) One member who represents city government.

(d) One member who is a land use planning director of a city that is wholly or partially within the wildland-urban interface.

(e) One member who represents fire chiefs and has experience with managing, fighting or preventing fire within the wildland-urban interface.

(f) One member who represents fire marshals and has experience with managing, fighting or preventing fire within the wildland-urban interface.

(g) One member who represents firefighters and has experience with managing, fighting or preventing fire within the wildland-urban interface.

(h) One member who represents rural residential property owners whose property is wholly or partially within the wildland-urban interface.

(i) One member who represents farming property owners whose property is wholly or partially within the wildland-urban interface.

(j) One member who represents ranching property owners whose property is wholly or partially within the wildland-urban interface.

(k) One member who represents forestland owners whose property is wholly or partially within the wildland-urban interface.

(L) One member who represents federally recognized Indian tribes with land wholly or partially within the wildland-urban interface.

(m) One member who represents a utility company.

(n) One member who represents environmental interests.

(o) One member who represents forest resiliency interests.

(p) One member who represents state or regional land use planning organizations.

(q) One member who represents land and housing development interests or real estate industry interests.

(r) One member who represents public health professionals.

(s) One member who represents the environmental justice community.

(5) The presiding officers shall provide public notice of an opportunity for interested parties to submit names of interest for appointment to the council.

(6) At least 30 days before appointing a member, the presiding officers shall consult in good faith with the minority leaders of the Senate and House of Representatives on the appointment.

(7) The term of service for each member is four years.
 (8) The members are eligible for reappointment.
 (9) The council shall elect a chairperson and vice chairperson to serve for one-year terms.

(10) The members shall serve on the council as volunteers and are not entitled to reimbursement for expenses.

(11) The Department of Consumer and Business Services, Department of Land Conservation and Development, office of the State Fire Marshal and State Forestry Department shall each provide 15 percent of the time of a full-time equivalent employee to:

- (a) Cooperatively staff the council.
- (b) Attend council meetings as informational resources.
- (c) Assist with drafting reports at the request of the council.
- (d) Support the work of the State Wildfire Programs Director.

(12) The Oregon State University Extension Service shall designate a person to serve as staff for the council.

(13) Each October the council shall submit a report to the Governor and appropriate committees or interim committees of the Legislative Assembly that describes progress on implementing program activities related to defensible space, building codes, land use and community emergency preparedness and that recommends improvements.

SECTION 37. (1) On or before September 1, 2021, members of the Wildfire Programs Advisory Council must be appointed as described in section 36 (4) of this 2021 Act.

(2) On or before November 1, 2021, the council must begin meeting regularly.

SECTION 38. Notwithstanding section 36 (7) of this 2021 Act, the term of service for the members first appointed from each category described in section 36 (4)(a), (c), (e), (g), (i), (k), (m), (o), (q) and (s) of this 2021 Act is three years.

SECTION 39. The Wildfire Programs Advisory Council must make the first report described in section 36 (13) of this 2021 Act in October 2022.

CONFORMING AMENDMENTS

SECTION 40. For purposes of the sellers' property disclosure statements described in ORS 105.464, "forestland-urban interface" has the same meaning as "wildland-urban interface," as defined in ORS 477.015.

SECTION 41. ORS 197.716 is amended to read:

197.716. (1) As used in this section:

- (a) "Economic opportunity analysis" means an analysis performed by a county that:
 - (A) Identifies the major categories of industrial uses or other employment uses that could reasonably be expected to expand or locate in the county based on a review of trends on a national, state, regional or county level;
 - (B) Identifies the number of sites by type reasonably expected to be needed to accommodate the expected employment growth based on the site characteristics typical of expected uses;
 - (C) Estimates the types and amounts of industrial uses and other employment uses likely to occur in the county based on subparagraphs (A) and (B) of this paragraph and considering the county's economic advantages and disadvantages, including:
 - (i) Location, size and buying power of markets;
 - (ii) Availability of transportation facilities for access and freight mobility;
 - (iii) Public facilities and public services;
 - (iv) Labor market factors;
 - (v) Access to suppliers and utilities;
 - (vi) Necessary support services;
 - (vii) Limits on development due to federal and state environmental protection laws; and
 - (viii) Educational and technical training programs;

(D) Assesses community economic development potential through a public process in conjunction with state agencies and consistent with any categories or particular types of industrial uses and other employment uses desired by the community as identified in an existing comprehensive plan;

(E) Examines existing firms in the county to identify the types of sites that may require expansion;

(F) Includes an inventory of vacant and developed lands within the county designated for industrial use or other employment use, including:

(i) The description, including site characteristics, of vacant or developed sites within each plan or zoning district; and

(ii) A description of any development constraints or infrastructure needs that affect the buildable area of sites in the inventory; and

(G) Identifies additional potential sites for designation and rezoning that could reasonably accommodate expected industrial uses and other employment uses that cannot be met by existing inventories.

(b) "Industrial use" means industrial employment activities, including manufacturing, assembly, fabrication, processing, storage, logistics, warehousing, importation, distribution and transshipment and research and development.

(c) "Listed county" means Baker, Gilliam, Grant, Harney, Lake, Malheur, Sherman, Union, Wallowa or Wheeler County.

(d) "Other employment use" means all nonindustrial employment activities, including small scale commercial use, wholesale, service, nonprofit, business headquarters, administrative, governmental or employment activities that serve the medical, educational, social service, recreational or security industries and that occupy retail, office or flexible building types of any size or multibuilding campuses.

(e) "Reasonably be expected to expand or locate in the county" means that the county possesses the appropriate locational factors for the use or category of use.

(f)(A) "Small scale commercial use" means the low-impact use of land primarily for the retail sale of products or services, including offices.

(B) "Small scale commercial use" does not include use of land for factories, warehouses, freight terminals or wholesale distribution centers.

(2) A listed county that has adopted an economic opportunity analysis as part of its comprehensive plan may amend its comprehensive plan, land use regulations and zoning map to designate not more than 10 sites outside an urban growth boundary that cumulatively total not more than 50 acres of land if the sites were identified in any economic opportunity analysis as additional potential sites for industrial uses or other employment uses in order to allow for industrial uses and other employment uses without requiring an exception under ORS 197.732 to any statewide land use planning goals related to:

(a) Agriculture;

(b) Forest use; or

(c) Urbanization.

(3) A county may not designate a site under subsection (2) of this section:

(a) On any lands designated as high-value farmland as defined in ORS 195.300;

(b) Unless the county complies with ORS 197.714; and

(c) If any portion of the proposed site is for lands designated for forest use, unless the county:

(A) Notifies the State Forester in writing not less than 21 days before designating the site; and

(B) Cooperates with the State Forester in:

(i) Updating and classifying [*forestland*] **wildland**-urban interface lands in and around the site;

(ii) Taking necessary steps to implement or update the [*forestland*] **wildland**-urban interface fire protection system in and around the site as described in ORS [477.015 to 477.061] **477.027**; and

(iii) Implementing other fire protection measures authorized by the State Forester.

(4) A county may not amend its comprehensive plan, land use regulations or zoning map under this section to allow a use that would conflict with an administrative rule adopted for the purpose of implementing the Oregon Sage-Grouse Action Plan and Executive Order 15-18.

SECTION 42. ORS 205.130 is amended to read:

205.130. The county clerk shall:

(1) Have the custody of, and safely keep and preserve, all files and records of deeds and mortgages of real property and a record of all maps, plats, contracts, powers of attorney and other interests affecting the title to real property required or permitted by law to be recorded.

(2) Record, or cause to be recorded, in a legible and permanent manner, and keep in the office of the county clerk, all:

(a) Deeds and mortgages of real property, powers of attorney and contracts affecting the title to real property, authorized by law to be recorded, assignments thereof and of any interest therein when properly acknowledged or proved and other interests affecting the title to real property required or permitted by law to be recorded;

(b) Certificates of sale of real property under execution or order of court, or assignments of previously recorded certificates or of any interest in real property, when properly acknowledged or proved;

(c) Certified copies of death records of any person appearing in the county records as owning or having a claim or interest in land in the county. A certified copy of a death record recorded in the deed records of a county under this subsection is a public record and is not subject to the disclosure limitations under ORS 432.350;

(d) Instruments presented for recording by the United States or the State of Oregon, or a political subdivision of either, that affect title to or an interest in real property or that lawfully concern real property; **and**

(e) Instruments recognized under state law or rule or federal law or regulation as affecting title to or an interest in real property if the instrument is properly acknowledged or proved[; *and*].

[*f) Orders from a county forestland-urban interface classification committee filed under ORS 477.052.*]

(3) Keep and maintain:

(a) Deed and mortgage records;

(b) Statutory lien records;

(c) A record called the County Clerk Lien Record in which the following shall be recorded:

(A) The warrants and orders of officers and agencies that are required or permitted by law to be recorded; and

(B) All instruments presented for recordation when required or permitted by law to be recorded that affect the title to or an interest in real property, other than instruments recorded in the deed and mortgage records or the statutory lien records;

(d) Releases, satisfactions, assignments, amendments and modifications of recorded instruments; and

(e) Other instruments required or permitted by law to be recorded not affecting interests in real property.

(4) Perform all the duties in regard to the recording and indexing of deeds and mortgages of real property, contracts, abstracts of judgments, notices of pendency, powers of attorney and other interests when required or permitted by law to be recorded that affect the title of real property, and in regard to the entry of satisfaction and discharge of the same, together with other documents required or permitted by law to be recorded.

(5) Incur no civil or criminal liability, either personally or in an official capacity, for recording an instrument that does not comply with the provisions of law that require or allow the recording of the instrument.

SECTION 43. ORS 477.281 is amended to read:

477.281. (1) The obligation of an owner of timberland or grazing land for payment of assessments and taxes for fire protection of forestland is limited to:

(a) The payment of moneys pursuant to ORS 321.015 (2), 477.277, 477.295, 477.760 (4) and 477.880 to maintain the Oregon Forest Land Protection Fund; and

(b) The payment of forest protection district assessments pursuant to ORS [477.060 and] 477.205 to 477.281.

(2) As used in this section, “obligation of an owner of timberland or grazing land for payment of assessments and taxes for fire protection of forestland” does not include the duties or obligations of the owner under ORS 477.066, 477.068 or 477.120 or the obligations of an owner of land included in a rural fire protection district pursuant to ORS 478.010.

APPROPRIATIONS
(State Forestry Department)

SECTION 44. Notwithstanding any other provision of law, the General Fund appropriation made to the State Forestry Department by section 1 (2), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5518), for the biennium beginning July 1, 2021, for fire protection, is increased by \$10,611,235, for carrying out the provisions of section 30a of this 2021 Act.

SECTION 45. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 2 (2), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5518), for the biennium beginning July 1, 2021, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts and federal funds from the United States Forest Service for fire protection and for research projects, but excluding lottery funds and federal funds not described in section 2, chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5518), collected or received by the State Forestry Department, for fire protection, is increased by \$11,514,649, for carrying out the provisions of section 30a of this 2021 Act.

SECTION 46. Notwithstanding any other provision of law, the General Fund appropriation made to the State Forestry Department by section 1 (3), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5518), for the biennium beginning July 1, 2021, for federal forest restoration, is increased by \$27,990,713, for carrying out the provisions of sections 7, 18, 20, 24 and 30a of this 2021 Act.

SECTION 47. Notwithstanding any other law limiting expenditures, the limitation on expenditures established by section 2 (1), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5518), for the biennium beginning July 1, 2021, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts and federal funds from the United States Forest Service for fire protection and for research projects, but excluding lottery funds and federal funds not described in section 2, chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5518), collected or received by the State Forestry Department, for agency administration, is increased by \$1,467,358, for carrying out the provisions of sections 7, 18, 20 and 30a of this 2021 Act.

SECTION 48. In addition to and not in lieu of any other appropriation, there is appropriated to the State Forestry Department, for the biennium beginning July 1, 2021, out of the General Fund, the amount of \$15,000,000, for the purpose of offsetting potential increases in landowner forest patrol assessments under ORS 477.270 due to the implementation of the provisions of section 30a of this 2021 Act.

SECTION 49. Notwithstanding any other provision of law, the General Fund appropriation made to the State Forestry Department by section 1 (6), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5518), for the biennium beginning July 1, 2021, for the equipment pool, is increased by \$474,884, for carrying out the provisions of section 30a of this 2021 Act.

(Public Utility Commission)

SECTION 50. Notwithstanding any other law limiting expenditures, the amount of \$324,286 is established for the biennium beginning July 1, 2021, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Public Utility Commission, for carrying out the provisions of sections 2 and 3 of this 2021 Act.

(Department of State Police,
Office of the State Fire Marshal)

SECTION 51. Notwithstanding any other provision of law, the General Fund appropriation made to the Department of State Police by section 1 (1), chapter __, Oregon Laws 2021 (Enrolled House Bill 5028), for the biennium beginning July 1, 2021, for patrol services, criminal investigations, gaming enforcement and the office of the State Fire Marshal, is increased by \$13,506,889, for carrying out the provisions of sections 8a, 10 and 30b (1) of this 2021 Act.

SECTION 52. Notwithstanding any other provision of law, the General Fund appropriation made to the Department of State Police by section 1 (1), chapter __, Oregon Laws 2021 (Enrolled House Bill 5028), for the biennium beginning July 1, 2021, for patrol services, criminal investigations, gaming enforcement and the office of the State Fire Marshal, is increased by \$7,000,000, for carrying out the provisions of section 8a (5) of this 2021 Act.

SECTION 53. In addition to and not in lieu of any other appropriation, there is appropriated to the Department of State Police, office of the State Fire Marshal, for the biennium beginning July 1, 2021, out of the General Fund, the amount of \$25,000,000, for deposit in the Community Risk Reduction Fund established by section 9 of this 2021 Act.

SECTION 54. Notwithstanding any other law limiting expenditures, the amount of \$25,000,000 is established for the biennium beginning July 1, 2021, as the maximum limit for payment of expenses by the Department of State Police, office of the State Fire Marshal, from the Community Risk Reduction Fund established by section 9 of this 2021 Act for the purpose of carrying out the provisions of section 8a (6) of this 2021 Act.

SECTION 55. Notwithstanding any other provision of law, the General Fund appropriation made to the Department of State Police by section 1 (1), chapter __, Oregon Laws 2021 (Enrolled House Bill 5028), for the biennium beginning July 1, 2021, for patrol services, criminal investigations, gaming enforcement and the office of the State Fire Marshal, is increased by \$55,000,000, for carrying out the provisions of section 30b of this 2021 Act that are related to the Oregon fire mutual aid system.

(Department of Environmental Quality)

SECTION 56. Notwithstanding any other provision of law, the General Fund appropriation made to the Department of Environmental Quality by section 1 (1), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5516), for the biennium beginning July 1, 2021, for air quality, is increased by \$3,322,828, for carrying out the provisions of sections 13, 13a and 13b of this 2021 Act.

(Department of Human Services)

SECTION 57. Notwithstanding any other provision of law, the General Fund appropriation made to the Department of Human Services by section 1 (1), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5529), for the biennium beginning July 1, 2021, for central services, is increased by \$5,187,411, for carrying out the provisions of sections 14, 14a and 14b of this 2021 Act.

(Oregon Health Authority)

SECTION 58. Notwithstanding any other provision of law, the General Fund appropriation made to the Oregon Health Authority by section 1 (1), chapter __, Oregon Laws 2021 (Enrolled House Bill 5024), for the biennium beginning July 1, 2021, for health systems, health policy and analytics and public health, is increased by \$4,768,812, for carrying out the provisions of sections 14, 14a, 14b, 15 and 15a of this 2021 Act.

(Oregon Military Department)

SECTION 59. Notwithstanding any other provision of law, the General Fund appropriation made to the Oregon Military Department by section 1 (3), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5535), for the biennium beginning July 1, 2021, for emergency management, is increased by \$700,003, for carrying out the provisions of section 17 of this 2021 Act.

(Higher Education Coordinating Commission,
Oregon State University)

SECTION 60. Notwithstanding any other provision of law, the General Fund appropriation made to the Higher Education Coordinating Commission by section 1 (11), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5528), for the biennium beginning July 1, 2021, for distribution to public university statewide programs, is increased by \$1,138,040, for distribution to Oregon State University for carrying out the provisions of sections 7, 12c and 18 of this 2021 Act.

SECTION 61. Notwithstanding any other provision of law, the General Fund appropriation made to the Higher Education Coordinating Commission by section 1 (1), chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5528), for the biennium beginning July 1, 2021, for Higher Education Coordinating Commission programs, is increased by \$643,668, for carrying out the provisions of section 22 of this 2021 Act.

SECTION 62. In addition to and not in lieu of any other appropriation, there is appropriated to the Higher Education Coordinating Commission, for the biennium beginning July 1, 2021, out of the General Fund, the amount of \$10,000,000, for deposit in the Oregon Conservation Corps Fund established by section 23 of this 2021 Act.

SECTION 63. In addition to and not in lieu of any other appropriation, there is appropriated to the Higher Education Coordinating Commission, for the biennium beginning July 1, 2021, out of the General Fund, the amount of \$1,000,000, to match private donations that are donated for the purposes of funding grant-supported projects related to the Oregon Conservation Corps Program established by section 21 of this 2021 Act.

(Office of the Governor)

SECTION 64. Notwithstanding any other provision of law, the General Fund appropriation made to the Office of the Governor by section 1, chapter __, Oregon Laws 2021 (Enrolled Senate Bill 5520), for the biennium beginning July 1, 2021, is increased by \$497,541, for carrying out the provisions of section 35 of this 2021 Act.

CAPTIONS

SECTION 65. The unit captions used in this 2021 Act are provided only for the convenience of the reader and do not become part of the statutory law of this state or express any legislative intent in the enactment of this 2021 Act.

EMERGENCY CLAUSE

SECTION 66. This 2021 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect on its passage.

Passed by Senate June 25, 2021

.....
Lori L. Brocker, Secretary of Senate

.....
Peter Courtney, President of Senate

Passed by House June 26, 2021

.....
Tina Kotek, Speaker of House

Received by Governor:

.....M,....., 2021

Approved:

.....M,....., 2021

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M,....., 2021

.....
Shemia Fagan, Secretary of State



Wildfire Mitigation Advisory Committee Final Report

April 17, 2020

Prepared By:
Deschutes County
Community Development Department
117 NW Lafayette Ave
Bend, Oregon 97703

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I. EXECUTIVE SUMMARY

The Board of County Commissioners (Board) appointed the Wildfire Mitigation Advisory Committee (WMAC) in September 2019 to undertake the following objectives:

1. Recommend an updated Wildfire Hazard Zone (WHZ) based on the Oregon Department of Forestry's (ODF) criteria in Oregon Administrative Rules (OAR) 629-044-0200 (weather, slope, fuel hazard, fuel distribution);
2. Review and recommend whether and how to apply the Oregon Building Codes Division's (BCD) updated Wildfire Hazard Mitigation standards, i.e., ORSC - R327, in areas under Deschutes County's building jurisdiction; and
3. Review and recommend whether and where to propose new land use regulations based on the University of Oregon's Community Service Center (CSC) audit of Deschutes County Code and best practices from other jurisdictions.

The WMAC made two recommendations pertaining to the WHZ and two recommendations in determining where R327 should apply:

- Six (6) members recommended the WHZ continue to apply to the entire County; and
- Five (5) members recommended the WHZ be updated based on a landscape approach informed by Community Wildfire Protection Plan (CWPP) sub-regions.¹
- Six (6) members recommended R327 apply to the entire County and all existing and new lots, regardless of zone.
- Five (5) members recommended utilizing the WHZ based on CWPP sub-regions to inform where R327 should be implemented. From there, the group recommended R327 apply to newly created lots and replacement dwellings in the Forest Use (F1 and F2) and Rural Residential (RR-10) zones.

A majority of the WMAC also recommended requiring throughout the County's jurisdiction:

- Defensible space, steep slope setbacks, and access standards for all new development;
- Defensible space for all properties, vacant and developed;
- Establishing a program that shares best practices of wildfire mitigation to the public.

¹ Several CWPP sub-regions would not be within the WHZ because the hazard level score was below the prescribed threshold. See Attachments C & D for more details.

II. OVERVIEW & BACKGROUND

Community Development Department (CDD) staff and the Board began discussing a 2015 University of Oregon Community Service Center (CSC) code audit in the fall of 2018. The timing coincided with the State Building Codes Division's (BCD) consideration of an amendment – referred to as Appendix W – to the Oregon Residential Specialty Code (ORSC) to prescribe fire hardening standards, i.e., building codes to increase resiliency to fire. The Board directed staff to track Appendix W and revisit options in 2019.

Possible options were:

- Comment on any proposed wildfire hardening measures considered by BCD²
- Adopt the CSC's recommendations resulting from their code audit
- Create a working group to review and recommend options for the County to mitigate the risk of wildfire losses

Appendix W officially became part of ORSC R327 – Wildfire Hazard Mitigation once it was approved by the BCD in January 2019. The BCD structured the amendments of R327 to permit jurisdictions the flexibility to decide whether and how to implement the new wildfire hardening regulations.

The following outcomes occurred in 2019:

- **January** – BCD revises R327 – Wildfire Hazard Mitigation in ORSC.
- **February** – Board directs staff to explore how and where the updated R327 might be implemented and to identify potential impacts and issues.
- **March / April** – Staff obtains data and creates various maps based on ODF criteria.
- **May** – Staff conducts a stakeholder meeting with fire districts, building officials, and County planning commissioners, in addition to building and real estate associations.
- **June** – Staff shares WHZ data, potential maps, and stakeholder feedback with the Board.
- **July** – One of the Board's Fiscal Year 2019-2020 Goals was to *“Protect the community through planning, preparedness and delivery of coordinated services.”* An objective to achieve this goal was to *“Collaborate with partners to prepare for and respond to emergencies and disasters.”*

Based on this input, CDD's 2019-20 Work Plan included an action item to: *“Consider implementing wildfire mitigation recommendations from the University of Oregon's Community Service Center (CSC) code audit, coordinate with the Deschutes County Forester, and consider adopting a new Wildfire Hazard Zone.”*

Board agrees to create a working group to review and recommend if the County's WHZ should be updated and where/how it should apply.

² The Board submitted comments to the BCD to encourage local jurisdiction's the option to implement Appendix W instead of such regulations being mandated by the State.

- **August** – Staff initiates an open recruitment for working group, i.e., WMAC, volunteers.
- **September** – Board appoints WMAC and sets objectives.
- **October** – WMAC convenes biweekly meetings.

Wildfire Mitigation Advisory Committee

Table 1 lists the WMAC membership:

Table 1 - Membership

Name	Organization / Background	Region
Brent Landels	Realtor – Re/Max	Bend
Brian Braddock	Farmers Insurance (Retired)	Bend
Geoffrey Reynolds	Home Owner	Bend
Jim Beeger	Planning Commissioner	Bend
Jim Figurski	Landscape Architect	Bend
Joe Foran	Fuels Management – BLM (Retired)	La Pine
Karna Gustafson	Central OR Builders Association	Bend
Ken Kehmna	Redmond Fire and Rescue	Redmond
Martha Meeker	Home Owner	Sisters
Matt Van Coutren	Hayden Homes	Redmond
Roger Johnson	Sisters-Camp Sherman Fire Dist.	Sisters
Tyler Neese	Central OR Assoc. of Realtors	Bend

The WMAC met a total of nine (9) times between October 2019 and January 2020. General information, meeting agendas, minutes and supporting documents were available online at a project specific website: www.deschutes.org/wildfirecommittee.



Figure 1 - Initial WMAC meeting. County Legal Counsel summarizes public meeting laws.

III. WILDFIRE HAZARD ZONE

BACKGROUND

WHZs, defined in OAR Chapter 629, Division 44, are determined by specific ODF criteria.³ In 2001, Deschutes County adopted a WHZ based on these criteria to prohibit shake-roofs.⁴ The WHZ encompassed the entire County, as depicted in Figure 2.

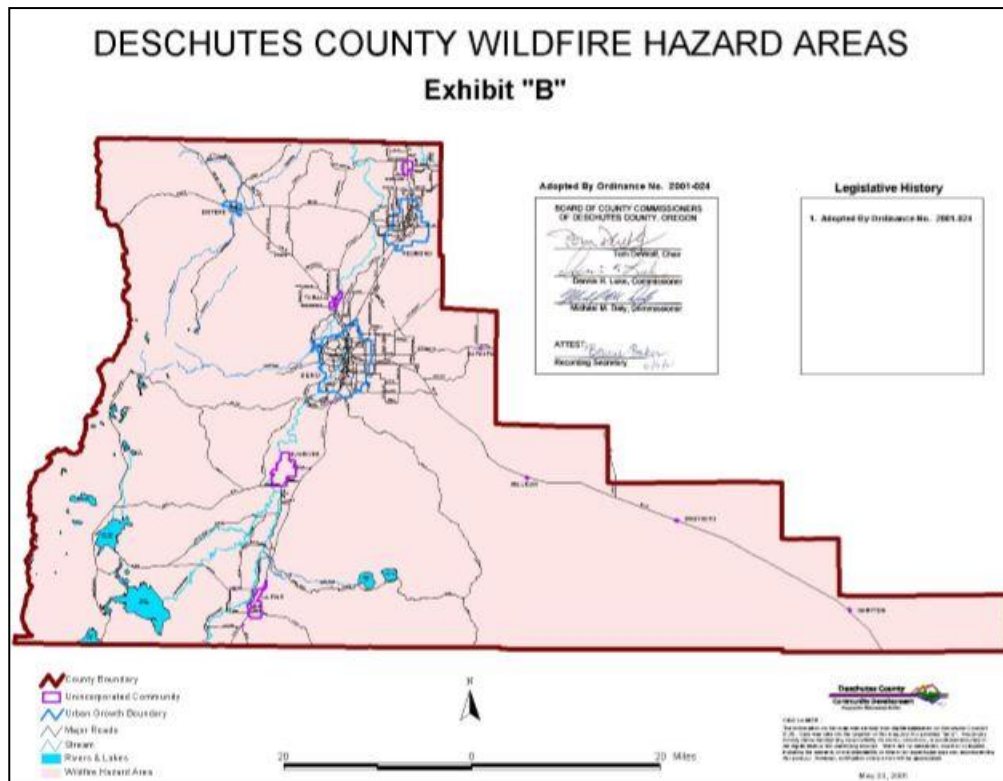


Figure 2 – Existing Wildfire Hazard Zone (in light pink), adopted in 2001.

The BCD revised R327 on January 24, 2019 to allow jurisdictions the ability to require additional wildfire hardening measures for residential structures. These standards apply to qualifying lots of record as defined in the rule using the ODF criteria. This caused the County to consider updating the WHZ to inform where R327 may be implemented.⁵

This section summarizes the ODF criteria, including the:

1. Hazard rating factors and values necessary to establish WHZs; and
2. The geographic area for the WHZ.

³ OAR 629-044-0220.

⁴ Ordinance 2001-024 adopted a WHZ.

⁵ R327 can only be implemented within a designated Wildfire Hazard Zone.

ODF CRITERIA – HAZARD RATING FACTORS & VALUES

OAR Chapter 629 Division 44 prescribes specific hazard rating factors that determine how a WHZ shall be established. The “Summary of Wildfire Hazard Zones,” Attachment A, describes each factor. The criteria are:

- Weather
- Topography
- Vegetative Fuel Type
- Vegetative Fuel Distribution

Each factor is assigned a value from 0-3, with three (3) the most hazardous value. **Wildfire hazard zones are those areas where the cumulative value of the hazard rating of all four factors is seven (7) or above.** Geographic Information Systems (GIS) served as a tool to collect and map federal/national data, assign values to each factor, display information at a variety of geographical scales, and summarize the information into an overall hazard value.

Fire Weather Hazard Factor

The State assigns each county a fire weather hazard value, from 0-3, with the three (3) the highest value. Deschutes County is assigned a score of three (3).⁶

Topography Hazard Factor

United States Geological Survey (USGS) topographical maps are assigned points based on slope percentage:

Table 2 - Topography Hazard Values

Slope	Value
0-3%	0
3-12%	1
12-20%	2
>20%	3

Natural Vegetative Fuel Type Hazard Factor

Vegetative fuel type values are assigned based on fuel type(s) existing across a landscape.⁷ Fuel hazards are categorized generally into grass, shrub, and timber and further divided into fuel types. Of the 13 total fuel types described in the General Technical Report INT-122, OAR 629-044-0250

⁶ For comparison, Columbia County, northwest of Portland, is categorized as a two (2) for weather hazard.

⁷ “Aids to Determining Fuel Models For Estimating Fire Behavior” published by the Forest Service, USDA Intermountain Forest and Range Experiment Station in 1982 as General Technical Report INT-122 was used as the reference for establishing the natural vegetative fuel hazard factor. Staff acquired the latest data for the fuel models from LANDFIRE.

considers fuel types 1-6 and 8-10. Fuel type 7 is not present in Oregon and fuels types 11-13 are slash fuel types.

Natural Vegetative Fuel Distribution Hazard Factor

Fuel distribution varies throughout the County. Points are assigned based on the fuel distribution as a percent of cover:⁸

Table 3 - Vegetative Fuel Distribution Hazard Values

Percent of Cover	Value
0-10%	0
10-25%	1
25-40%	2
40-100%	3

Figure 3 is a composite map that overlays each criterion.⁹ The red areas indicate a hazard area, i.e., combined score of seven (7) and above.

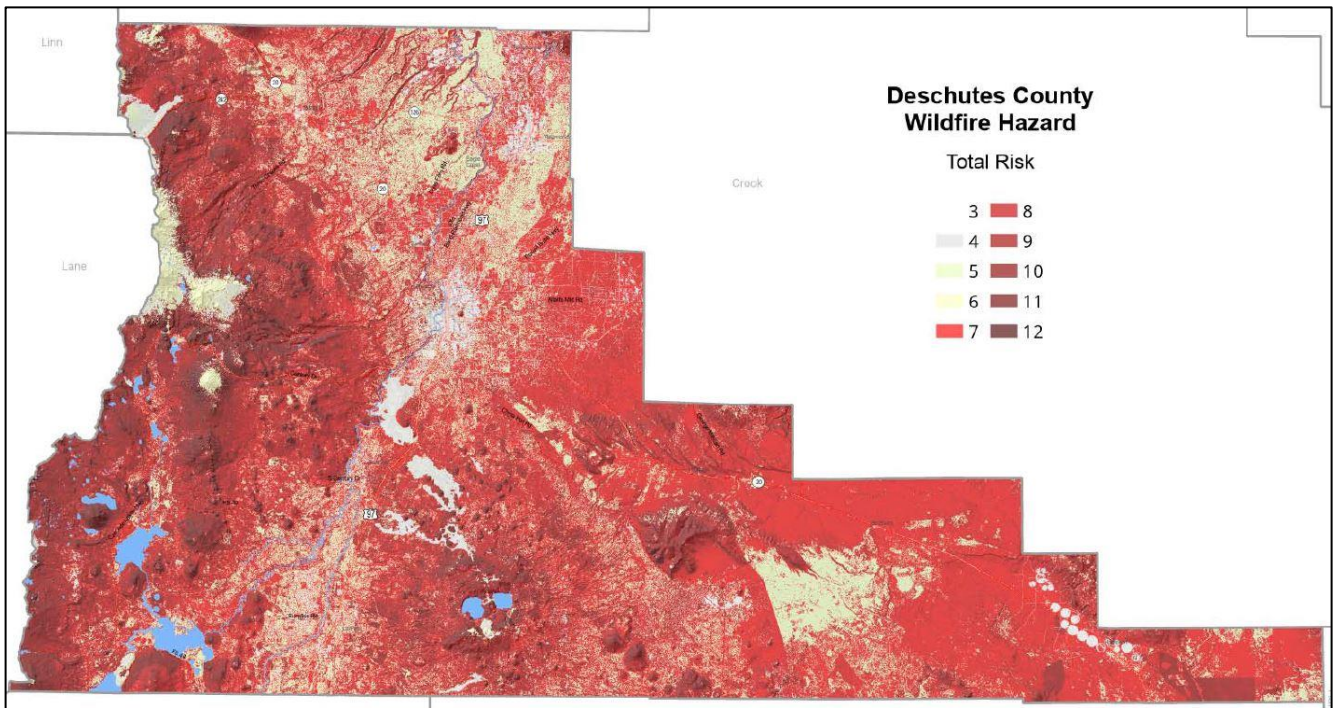


Figure 3 - Wildfire hazard throughout County according to prescribed ODF criteria.

⁸ Landfire data was used for fuel distribution analysis.

⁹ Figure 3 is also provided as Attachment I for easier readability.

ODF – GEOGRAPHIC AREA

OAR Chapter 629-044-0200 sets forth the fire hazard factors (above) while allowing jurisdictions to determine the “appropriate geographic areas and associated hazard values.” The geographic area may be the entire jurisdiction or a smaller segment based on natural geographic features,¹⁰ land features¹¹ or another landscape approach.¹² The OAR defines:

“Geographic Area’ [as an] area which results from the partitioning of all or portions of a jurisdiction into smaller segments, based on the presence of differing values.”

The WMAC considered seven (7) potential geographic areas based on landscape approaches as the basis for determining the WHZ. The hazard values depicted in Figure 3 could be structured to provide a hazard level for any number of landscape approaches. The Committee reviewed the following options to determine an appropriate landscape approach:

- School districts
- Fire districts
- Community Wildfire Protection Plan (CWPP) boundaries
- CWPP Sub-regions
- County boundary

In addition, members considered the appropriate methodology to establish values for each area, i.e., raw numbers or rounding. For example, 23 CWPP sub-regions have hazard values above seven (7), meaning they qualify as a WHZ. Alternatively, if values are rounded up from a half point (0.5) to the next full value, a total of 33 CWPP sub-regions would qualify as WHZs.

RECOMMENDATIONS

Table 4 lists the WMAC’s votes on seven (7) landscape approaches. Voting options for each map included: green – support; yellow – unsure; red – do not support.

Table 4 – Votes on Seven Landscape Approaches

Map Type	Vote		
	Red	Yellow	Green
CWPP Sub- regions (rounded values)	4	3	5
CWPP Sub-regions (raw values)	3	4	5

¹⁰ The OAR defines “Natural Geographic Features” as “streams, ridge lines and other features naturally occurring.”

¹¹ The OAR defines “Land Features” as “roads, jurisdictional boundaries and other features created by human activity.”

¹² The OAR does not define “landscape approach”.

Fire District Boundaries (rounded values)	5	3	4
Fire District Boundaries (raw values)	5	3	4
CWPP (with no Sub-regions)	11	0	1
School District Boundaries	12	0	0
Status-quo (entire County as WHZ)	5	2	5

The top three (3) landscape approaches were:

1. Status quo - entire County (7.27 hazard value)
2. Community Wildfire Protection Plan Sub-regions – raw values
3. Community Wildfire Protection Plan Sub-regions – rounded values

The WMAC voted a second time on the top three (3) landscape approaches. Table 5 summarizes the second round of votes.

Table 5 - Votes for Top 3 Draft WHZ Maps

Map Type	Vote		
	Red	Yellow	Green
CWPP Sub-regions (rounded values)	7	3	1
CWPP Sub-regions (raw values)	5	1	5
Status-quo (entire County as WHZ)	4	1	6

Keeping the status quo for the WHZ landscape approach, where the entire County is considered a wildfire hazard, received the most votes (Attachment B), followed by the CWPP Sub-regions (raw values) approach (Attachment C). The CWPP Sub-regions (rounded values) approach received the least amount of support (Attachment D).

WMAC members supporting the status quo said:

- It best depicts the hazard threat across the entire county;
- The other approaches are based on arbitrary standards (no reasonable basis to exempt certain areas, such as the CWPP sub-regions); and
- Concern of losing one of the only wildfire mitigation code requirements in effect today, i.e., prohibition of shake roofs.¹³

¹³ Deschutes County's existing prohibition of wood shake roofs may be compromised if the WHZ is amended to exempt some areas. The ordinance prohibiting shake roofs (2001-024) is tied to the WHZ.

IV. ORSC R327 – Wildfire Hazard Mitigation

BACKGROUND

The BCD amended ORSC R327 – Wildfire Hazard Mitigation in January 2019 (Attachment E). R327 is optional for local governments to implement; it is not mandatory. The amendments require new construction in a WHZ to use certain types of materials and incorporate specific requirements for roofing, ventilation, exterior wall coverings, overhanging projections, decking surfaces, and glazing in windows/skylights and doors.¹⁴ Political subdivisions within Deschutes County's building jurisdiction, such as the cities of La Pine and Sisters, may locally adopt or opt-out of such rules independently from the County. The WMAC recommendations on R327 were focused on the unincorporated areas of the County.



Figure 4 - Staff utilizes live GIS to facilitate a discussion.

A primary objective of the WMAC was to review and recommend whether and how to apply R327 construction standards in areas under Deschutes County's building jurisdiction. R327 has several built-in exceptions and allows local control to implement wildfire hardening standards. For example, subdivisions more than 50-percent built out are automatically exempted from the requirements. Further, a jurisdiction can exempt parcels over/under a certain size or limit the new standards to specific zoning districts.

COST IMPACTS

WMAC members discussed cost impacts to implement R327 throughout the process. Project Management Team members and WMAC members shared information on the potential costs of requiring specific construction materials and hardening standards. Comparing costs from a standard single-family residential dwelling to one built to comply with the R327 standards ranged from \$0 to \$15,000.¹⁵ The WMAC recognized that building a single-family residence to R327 standards would likely increase construction costs, but did not agree on how much it would cost. The WMAC was split in determining whether added construction costs outweighed the increase in public safety, which resulted in two recommendations on the WHZ and R327 implementation standards.

¹⁴ In addition to the actual ORSC R327 code, a written summary of the requirements was provided to the WMAC (Attachment H).

¹⁵ Cost estimates from BCD, Headwater Economics, County staff and WMAC members can be found on the project website: www.deschutes.org/wildfirecommittee.

RECOMMENDATIONS

WMAC members separated into two groups based on the preferred WHZ recommendation (the CWPP Sub-regions or the entire County) to recommend exceptions to the R327 standards:¹⁶

1. The CWPP Sub-region WHZ group recommended R327:
 - a. Apply to newly created lots in the Rural Residential (RR-10), Forest Use 1 and Forest Use 2 zones. Attachment F depicts the area where newly created lots would be subject to R327.
 - b. Exclude all existing lots County wide, and new lots in the zones not mentioned above.¹⁷
2. The entire County WHZ group recommended applying R327 to all existing and new lots under the County's building jurisdiction.¹⁸ Attachment G depicts the existing and new lots subject to R327.

¹⁶ For information regarding the decisions and factors WMAC members considered in developing the recommendations, see the December 16, 2019 meeting materials:

https://www.deschutes.org/sites/default/files/fileattachments/community_development/page/11797/wmac_meeting_packet_2019-12-02.pdf

¹⁷ Initially, the group considered implementing R327 to a certain buffer around a UGB, as well as a set distance from unincorporated communities. However, the group decided not to pursue this option due to the shortcomings and complications of such an approach because UGBs are expected to expand.

¹⁸ This group explained that using an arbitrary distance from a UGB would be meaningless. There was some consideration of exempting the requirements in the County's resource zones (Exclusive Farm Use and Forest Use), but the group determined such areas are also hazardous.

V. LAND USE

BACKGROUND

Deschutes County utilizes several regulatory programs to address wildfire hazards. The following list summarizes the County's current approach to wildfire mitigation:

- Consistent with State law, the Forest Use 1 and 2 zones require compliance with defensible space, access, and water supply standards (DCC 18.36.070 – 18.36.080 / 18.40.070 – 18.40.080).¹⁹
- Destination resorts are required to implement a wildfire management plan to ensure safe evacuations and that hazards are minimized 18.113.070(H).²⁰
- The Board declared Deschutes County a WHZ in its entirety in 2001, consistent with ORS 93.270(4) in order to require a minimum Class C roofing and to prohibit the use of untreated wood roof coverings (Ordinance 2001-024).²¹
- Defensible space requirements for unprotected lands were adopted in 2011, in DCC Chapter 8.21 (Ordinance 2011-011).²²
- In October 2016, conditional use permit criteria were applied to Tree Farm, LLC, a cluster development, requiring wildfire mitigation standards including defensible space and residential sprinklers (file nos. 247-14-000242-CU / 243-TU / *et al*).²³
- The Westside Transect Zone, approved in January 2019, requires all land divisions to submit a master plan that contains a wildfire mitigation plan (file nos. 247-18-000612-ZC / 613-PA / 614-TA).²⁴

In 2015, CDD contracted with the University of Oregon's Community Service Center (CSC) to conduct a review of the Deschutes County Code consistent with direction in Comprehensive Plan Section 3.5 (Rural Growth/Natural Hazards). The review focused on improving development regulations that address wildfire and flooding. The intent of the work was to help the County

¹⁹ <https://weblink.deschutes.org/Public/DocView.aspx?id=4021&dbid=0&repo=LFPUB>

²⁰ <https://weblink.deschutes.org/Public/DocView.aspx?id=4006&dbid=0&repo=LFPUB>

²¹ Ordinance 2001-024 is available here:

https://www.deschutes.org/sites/default/files/fileattachments/community_development/page/12190/ordinance_2001-024.pdf

²² Ordinance 2011-011 is available here:

https://www.deschutes.org/sites/default/files/fileattachments/community_development/page/12190/ordinance_2011-011.pdf

²³ The Board's decision on the Tree Farm proposal is available here:

https://www.deschutes.org/sites/default/files/fileattachments/community_development/page/12190/boc_c_approval_tree_farm_1.pdf

²⁴ The Board's decision on the Westside Transect Zone is available here:

https://www.deschutes.org/sites/default/files/fileattachments/community_development/page/12190/2019-40-ordinance_no._2019-001_recorded_1222019.pdf

understand the implications of land use regulations on development in areas affected by natural hazards and to develop a set of programmatic options on how to best manage those impacts. The project focused on researching model ordinances and best management practices for mitigating the effects of wildfire and flood on development.²⁵ The final report highlighted potential changes to update Deschutes County's zoning code.²⁶

Best practices have evolved since the report's completion in 2015. The WMAC considered updated best practices from a variety of sources, including jurisdictions across the West, to supplement the 2015 CSC report.

KEY ISSUES

The WMAC evaluated establishing new or strengthening existing land use code provisions pertaining to:

- Defensible space
- Steep slopes
- Access
- Water supply
- Signs / property addresses
- Gate requirements



Figure 5 - Staff explains implementation options.

The WMAC determined that several options were adequately addressed in the Oregon Fire Code and/or the ORSC, i.e., water supply, signs / property address, gate requirements.

Additionally, the WMAC considered potential costs associated with implementing each land use approach. For example, defensible space treatment costs vary widely (\$125 - \$3,000 an acre) based on density and type of vegetation, and whether or not annual maintenance is regularly completed. Cost estimates for other possible land use regulations were either not available or not discussed in detail.

²⁵ DCC was amended in 2019 in part to implement recommendations pertaining to flood hazards (reference file nos. 247-19-000530-TA / 532-TA / 533-PA).

²⁶ The CSC Deschutes County Natural Hazards Code and Program Review is available online at www.deschutes.org/wildfirecommittee.

RECOMMENDATIONS

A majority of the WMAC recommended the following land use regulations to the Board for further consideration.

Defensible Space

Expand defensible space requirements beyond unprotected lands as currently required by DCC 8.21 to all lands throughout the County, with some exceptions. Further details of a potential defensible space regulation are summarized below:

- Standards should be applied to all new and existing structures.²⁷
- Vacant properties less than five (5) acres in size should be subject to defensible space requirements.²⁸
- Fuel break requirements should apply to driveways greater than 150 feet in length.

The WMAC also recommended the County educate (not require) property owners to use non-combustible fencing attachments to structures and locate other combustible items such as firewood, building materials, furniture, etc. away from residential structures.

Steep Slopes

A majority of WMAC members recommended an ordinance that would require building setbacks from steep slopes and limit development on slopes in excess of a specific grade.²⁹ Details should be determined at a later date with feedback from the public and fire representatives.

Access

The WMAC unanimously supported requiring wildfire-safety specific access requirements to all new developments. Such standards should include specific surface(s) capable of supporting a minimum gross vehicle weight, minimum widths, maximum grade, road clearance, and turnaround options. The WMAC **did not** support requiring access standards to existing developments, but did support the County encouraging such standards as best practices.

²⁷ The WMAC supported the concept of an implementation grace period and recommended the County explore incentives and/or an outreach program.

²⁸ There was less support for requiring defensible space to all vacant lots, regardless of size (5 in favor – 3 unsure – 2 opposed).

²⁹ Four (4) members supported such a standard throughout the County, three (3) opposed, and two (2) voted for such a standard to be advisory only.

IMPLEMENTATION

The WMAC discussed the following implementation strategies for the three (3) recommended land use approaches summarized above:

- Regulations should be easily understood by the average property owner.
- Application costs for County review should be kept to a minimum.
- Property owners should not be required to hire a professional, e.g., land use consultant, attorney, engineer, to complete and/or submit an application demonstrating compliance with the standards. In addition, hand-drawn site plans should be acceptable.
- Regulations should have an inspection component to ensure compliance.
- Establish a process that can only be appealable by the applicant and no other parties.
- Seek education and voluntary compliance prior to enforcement penalties.
- Seek grants and other financial aid to help property owners with limited incomes comply with the regulations.



Figure 6 - WMAC group photo. (Committee member Brian Braddock not pictured.)

ATTACHMENTS

Summary of Wildfire Hazard Zones

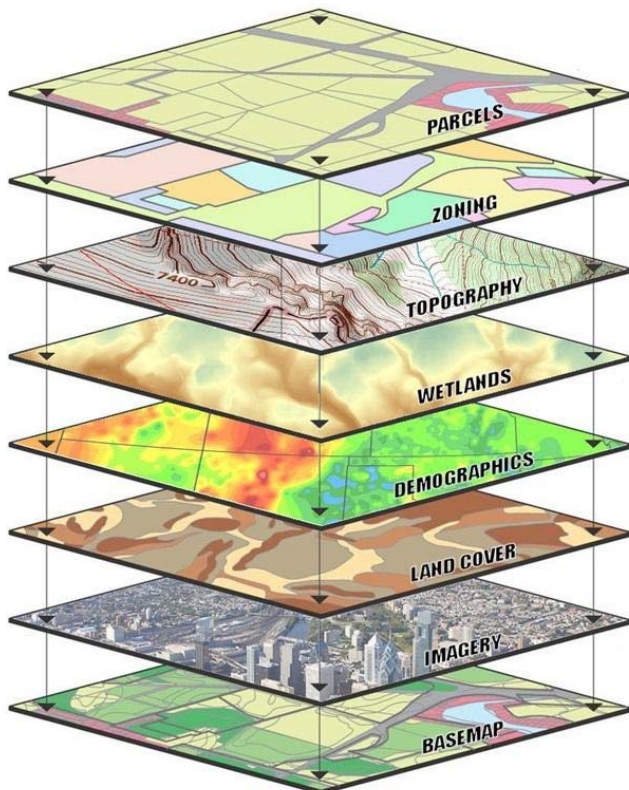
Based on [OAR 629-044-0200 to 629-044-0260 \(1996\)](#)

1) Overview

Determination of wildfire hazard zones are based on four criteria. Each of the four factors is ranked 0-3 with 3 being the most hazardous value. **Wildfire hazard zones are those areas where the sum of all the hazards totals 7 or more.** The four factors are:

- Fire weather hazard
- Topography hazard
- Vegetative fuel hazard
- Fuel distribution hazard

We can use a Geographic Information System (GIS) to collect this data into layers, assign the related points to each factor, display it at a variety of scales and summarize it into an overall hazard score. Deschutes County has done preliminary work to acquire and summarize this data in GIS. This data can be displayed in committee meetings. Before we look at the actual data and how it could be summarized the committee should first have an understanding of each factor and how they interact to create potential wildfire hazard zones.



2) Wildfire Hazard Zones 629-044-0220

(1) For the convenience of administration, when practical, a jurisdiction may utilize nearby natural geographic features or land features to delineate the boundaries of Wildfire Hazard Zones.

(2) It is not the intent of OAR 629, division 044 that Wildfire Hazard Zones be determined on a tax lot or an ownership specific basis, but rather that a landscape approach be used.

Decision point: The committee will be asked to seek consensus or provide input on what is the appropriate scale (using a landscape approach) and what geographic features or land features should be used, considering the administration of the associated rules the map will be related to (e.g. do not split tax lots, neighborhoods).

3) Fire Weather Hazard Factor 62-044-0230

Deschutes County is assigned one factor, 3, for the entire County. This is assigned by statute. A factor of 3 is the highest risk level for weather hazard. For comparison, Columbia County, northwest of Portland, is categorized as a 2 for weather hazard.

4) Topography Hazard Factor 629-044-0240

Slopes vary throughout the County, USGS topography maps are used to assign points based on the steepness of slopes.

- Slopes 00–03% = 0
- Slopes 03–12% = 1
- Slopes 12–20% = 2
- Slopes 20+% = 3

5) Natural Vegetative Fuel Hazard Factor 629-044-0250

Fuel types vary throughout the County. Points are assigned based on the fuel type(s) present, as described beginning on the next page.

The reference for establishing the natural vegetative fuel hazard factor shall be the [“Aids to Determining Fuel Models For Estimating Fire Behavior” published by the Forest Service, USDA Intermountain Forest and Range Experiment Station in 1982 as General Technical Report INT-122.](#)

The County has acquired the latest Landfire™ data for the fuel models described in INT-122. This data is available at a 30 meter resolution, meaning there is a fuel model estimated for every 30 meter square across the entire county. This data can be summarized over a larger geographic area. This is likely the most consistent and objective data available for use and can be used to inform this hazard factor.

“LANDFIRE (LF) delivers vegetation, fuel, disturbance, and fire regimes geospatial data products for the entire nation. Methods are based on peer-reviewed science from multiple fields. LF products are consistent, comprehensive, and standardized, resulting in multiple applications to fire, fuel, and natural resources.” [Link to metadata](#)

Decision point: The committee will be asked to seek consensus or provide input on if this data set should be used. If so, how should it be summarized consistent with the decision called for under section 2? If not, what alternate data should be used?

Points are assigned by fuel type. Fuel hazards are categorized generally into grass, shrub, and timber and further divided into fuel types. Of the 13 total fuel types described in INT-122, OAR 629-044-0250 considers fuel types 1-6 and 8-10. Fuel type 7 is not present in Oregon and fuels types 11-13 are slash fuel types.

- *Little or no natural vegetative fuels present – 0 points*
- *Grass. Very little shrub or timber is present, generally less than one-third of the area. Main fuel is generally less than two feet in height. Fires are surface fires that move rapidly through cured grass and associated material. (Fuel model 1) — 3 points*



Photo 1. Western annual grasses such as cheatgrass, medusahead ryegrass, and fescues.

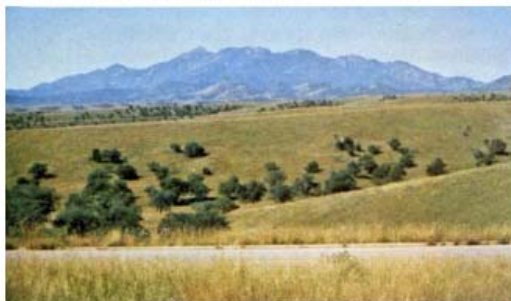


Photo 2. Live oak savanna of the Southwest on the Coronado National Forest.



Photo 3. Open pine—grasslands on the Lewis and Clark National Forest.

- *Grass. Open shrub lands and pine stands or scrub oak stands that cover one-third to two-thirds of the area. Main fuel is generally less than two feet in height. Fires are surface fires that spread primarily through the fine herbaceous fuels, either curing or dead. (Fuel model 2) — 3 points.*

Photo 4. Open ponderosa pine stand with annual grass understory.



Photo 5. Scattered sage within grasslands on the Payette National Forest.



- *Grass. Beach grasses, prairie grasses, marshland grasses and wild or cultivated grains that have not been harvested. Main fuel is generally less than four feet in height, but considerable variation may occur. Fires are the most intense of the grass group and display high rates of spread under the influence of wind. (Fuel model 3) — 3 points.*



Photo 7. Meadow foxtail in Oregon prairie and meadowland.

- *Shrubs. Stands of mature shrubs have foliage known for its flammability, such as gorse, manzanita and snowberry. Main fuel is generally six feet or more tall. Fires burn with high intensity and spread very rapidly. (Fuel model 4) — 3 points.*



Photo 10. Chaparral composed of manzanita and chamise near the Inaja Fire Memorial, Calif.

- *Shrubs. Young shrubs with little dead material and having foliage not known for its flammability, such as laurel, vine maple and alders. Main fuel is generally three feet tall or less. Fires are generally carried in the surface fuels and are generally not very intense. (Fuel model 5) — 1 point.*



Photo 13. Green, low shrub fields within timber stands or without overstory are typical. Example is Douglas-fir-snowberry habitat type.



Photo 14. Regeneration shrublands after fire or other disturbances have a large green fuel component, Sundance Fire, Pack River Area, Idaho.

- *Shrubs. Older shrubs with foliage having a flammability less than fuel model 4, but more than fuel model 5. Widely spaced juniper and sagebrush are represented by this group. Main fuel is generally less than six feet in height. Fires will drop to the ground at low wind speeds and in stand openings. (Fuel model 6) — 2 points.*



Photo 15. Pinion-juniper with sagebrush near Ely, Nev.; understory mainly sage with some grass intermixed.

- *Timber. Areas of timber with little undergrowth and small amounts of litter buildup. Healthy stands of lodgepole pine, spruce, fir and larch are represented by this group. Fires will burn only under severe weather conditions involving high temperatures, low humidities and high winds. (Fuel model 8) — 1 point.*



Photo 22. Surface litter fuels in western hemlock stands of Oregon and Washington.



Photo 23. Understory of inland Douglas-fir has little fuel here to add to dead-down litter load.



Photo 24. Closed stand of birch-aspen with leaf litter compacted.

- *Timber. Areas of timber with more surface litter than fuel model 8. Closed stands of healthy ponderosa pine and white oak are in this fuel model. Spread of fires will be aided by rolling or blowing leaves. (Fuel model 9) — 2 points.*



Photo 27. Long-needle forest floor litter in ponderosa pine stand near Alberton, Mont.

- *Timber. Areas of timber with heavy buildups of ground litter caused by overmaturity or natural events of wind throw or insect infestations. Fires are difficult to control due to large extent of ground fuel. (Fuel model 10) — 3 points.*

Photo 29. Mixed conifer stand with dead-down woody fuels.



Photo 30. Spruce habitat type where succession or natural disturbance can produce a heavy downed fuel load.



6) Natural Vegetative Fuel Distribution Hazard Factor 629-044-0260

Fuel distribution varies throughout the County. Points are assigned based on the fuel distribution as a percent of cover as follows.

- 0 to 10% of the area = 0
- 10 to 25% of the area = 1
- 25 to 40% of the area = 2
- 40 to 100% of the area = 3

The County has acquired the latest Landfire™ data for fuel distribution. This data is available at a 30 meter resolution, meaning there is a fuel distribution estimated for every 30 meter square across the entire county. This data can be summarized over a larger geographic area. This is likely the most consistent and objective data available for use.

“LANDFIRE (LF) delivers vegetation, fuel, disturbance, and fire regimes geospatial data products for the entire nation. Methods are based on peer-reviewed science from multiple fields. LF products are consistent, comprehensive, and standardized, resulting in multiple applications to fire, fuel, and natural resources.” [Link to metadata](#)

Decision point: The committee will be asked to seek consensus or provide input on if this data set should be used? If so, how should it be summarized consistent with the decision called for under section 2? If not, what alternate data should be used?

ATTACHMENT B

Jefferson

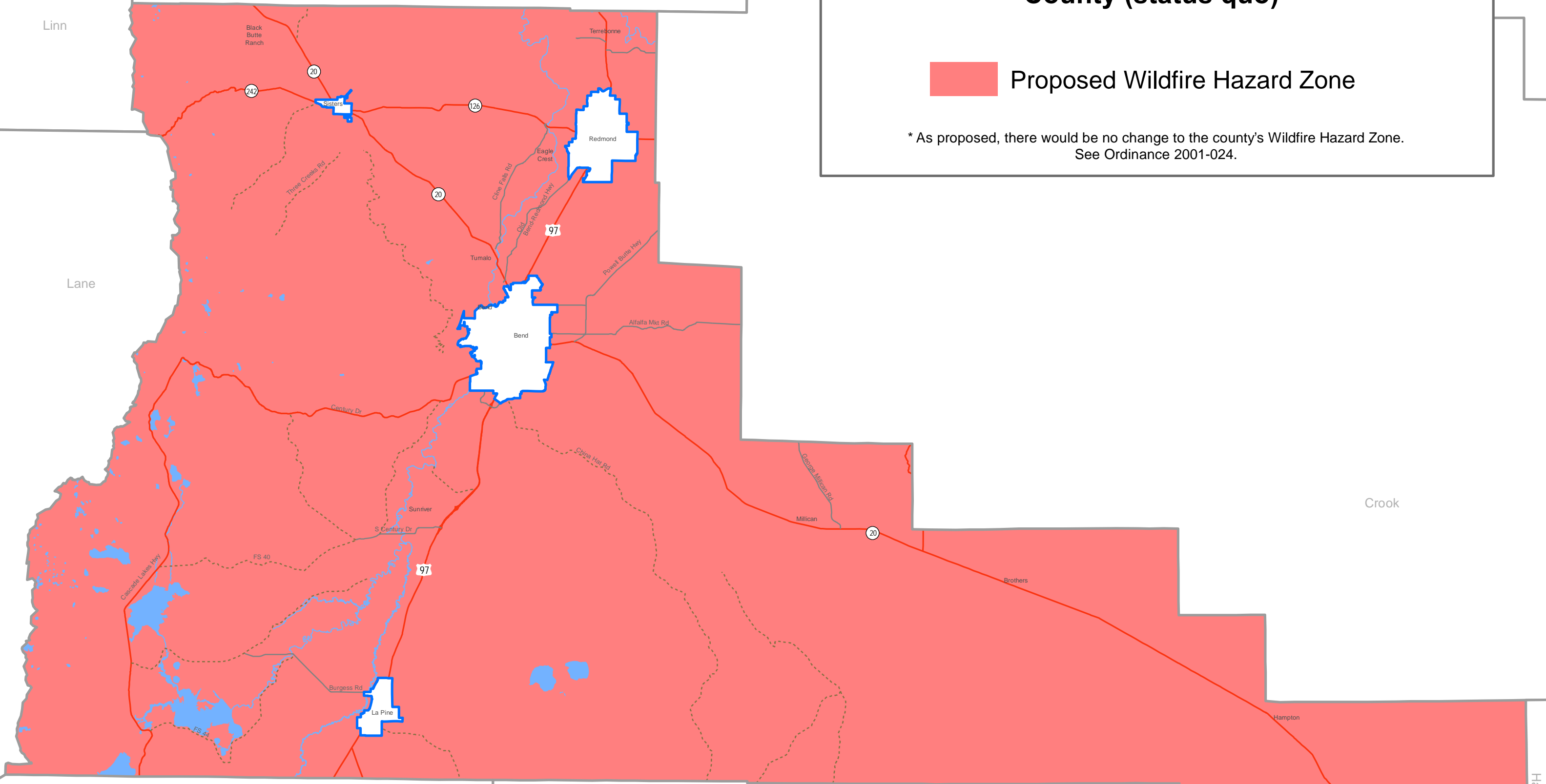
Wildfire Hazard Zone Option - Entire County (status quo)

 Proposed Wildfire Hazard Zone

* As proposed, there would be no change to the county's Wildfire Hazard Zone. See Ordinance 2001-024.



1" = 6.5 Mi



DISCLAIMER:
The information on this map was derived from digital databases on Deschutes County's G.I.S. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.



ATTACHMENT C

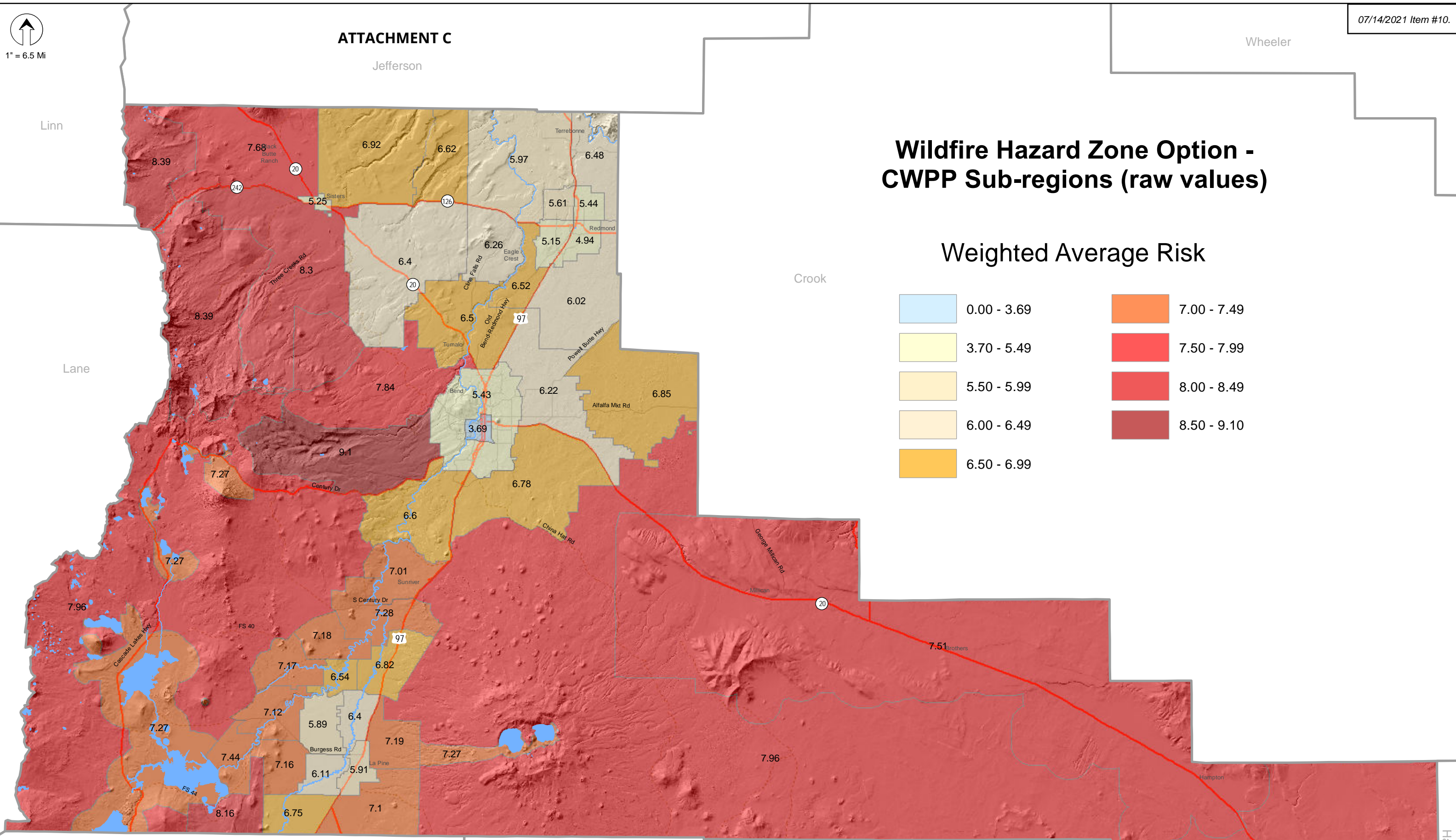
Jefferson

Wheeler

Linn

Lane

Crook



Wildfire Hazard Zone Option - CWPP Sub-regions (raw values)

Weighted Average Risk

0.00 - 3.69	7.00 - 7.49
3.70 - 5.49	7.50 - 7.99
5.50 - 5.99	8.00 - 8.49
6.00 - 6.49	8.50 - 9.10
6.50 - 6.99	



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ATTACHMENT D

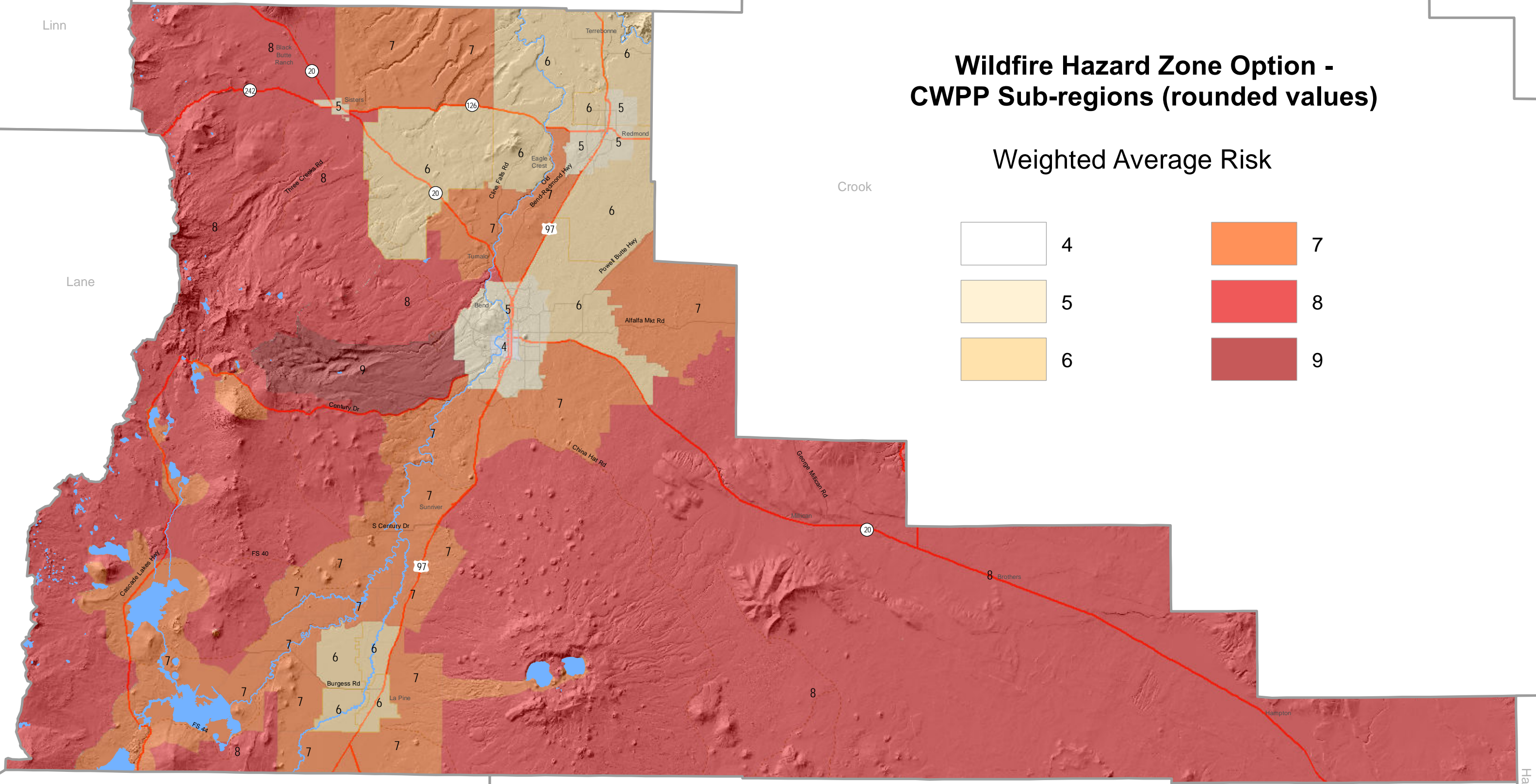
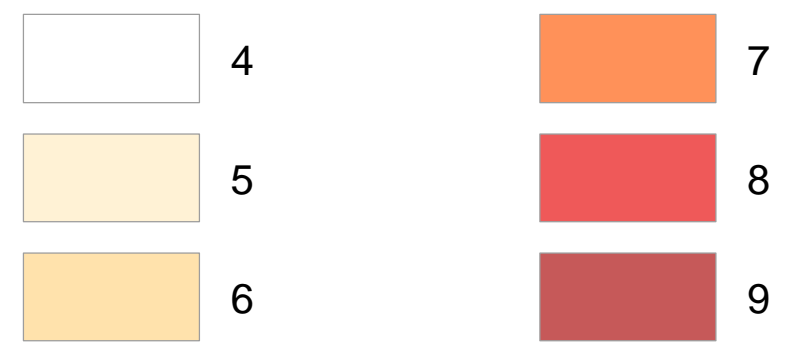
Jefferson

Wheeler

Linn

Wildfire Hazard Zone Option - CWPP Sub-regions (rounded values)

Weighted Average Risk



Klamath

Lake

Harney



DISCLAIMER:
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SECTION R327 WILDFIRE HAZARD MITIGATION

R327.1 Purpose. The purpose of this section is to provide minimum standards for dwellings and their accessory structures located in or adjacent to vegetated areas subject to wildfires, to reduce or eliminate hazards presented by such fires.

R327.2 Scope. The provisions of this section shall apply to all dwellings required to be protected against wildfire by a jurisdiction which has adopted wildfire zoning regulations. The additional provisions of Section R327.4 shall apply when a local municipality has adopted a local ordinance specifically recognizing Section R327.4 and consistent with Sections R327.4 through R327.4.8.

R327.3 Determination. ~~Wildfire hazard zone.~~ A wild fire hazard zone is an area legally determined by a jurisdiction to have special hazards caused by a combination of combustible natural fuels, topography and climatic conditions that result in a significant hazard of catastrophic fire over relatively long periods each year. Wildfire hazard zones shall be determined using criteria established by the Oregon Department of Forestry.

R327.3.1 Wildfire hazard zone requirements. Dwellings and their accessory structures shall be protected against wildfire by the following requirement in addition to other requirements of this code. The provisions of Section R327.4 apply only to qualifying lots identified in Section R327.4.1.

Exception: Nonhabitable detached accessory structures, with an area of not greater than 400 square feet, located at least 50 feet from all other structures on the lot.

R327.3.1.1 Roofing. Roofing shall be asphalt shingles in accordance with Section R905.2, slate shingles in accordance with Section R905.6, metal roofing in accordance with Section R905.4, tile, clay or concrete shingles in accordance with Section R905.3 and other approved roofing which is deemed to be equivalent to a minimum Class C rated roof covering. Untreated wood shingle and shake roofs are not permitted when the construction site is in a wildfire hazard zone as determined by Section R327.3.

R327.3.1.2 Reroofing or repair of roofing of existing buildings. When 50 percent or more of the roof covering of any building is repaired or replaced within one year, the roof covering shall be made to comply with this section and attic ventilation shall be made to comply with this code. Ventilation openings shall be protected with corrosion-resistant wire mesh, not greater than $\frac{1}{2}$ -inch (12.7 mm) or less than $\frac{1}{8}$ -inch (3.2 mm) in any dimension.

R327.4 Scope of additional wildfire hazard mitigation requirements. The provisions of Section R327.4 shall apply to new dwellings and their accessory structures located in a wildfire hazard zone on a qualifying lot of record created on or after the effective date in the local adopting ordinance.

R327.4.1 Qualifying lots of record. Qualifying lots of record shall meet all the following:

1. Be located in a wildfire hazard zone as identified by the local municipality using criteria established by the Oregon Department of Forestry. The local municipality is not required to include all areas identified by the Oregon Department of Forestry as wildfire hazard zones. The zone shall be detailed in the local adopting ordinance.
2. The local municipality shall determine in the adopting ordinance whether qualifying lots of record shall consist of individual lots or whether qualifying lots must be part of a development that contains a minimum number of lots.
3. The local municipality shall make a determination that the lot of record is either located within the identified wildfire hazard zone as determined by the jurisdiction or that it is located outside of the wildfire hazard zone as determined by the jurisdiction. Notification shall be provided in conjunction with the land use approval under ORS 197.522.
4. Application:
 - 4.1 Lots created prior to the effective date of the local ordinance, that would otherwise qualify under the local adopting ordinance, are exempt from the requirements of the ordinance for a period of three years from the creation date of the land use approval under ORS 197.522.
 - 4.2 For a lot created after the effective date of the local ordinance that receives notification under this section, the determination in the notification shall be valid for three years from the date of the land use approval under ORS 197.522. At the expiration of the three years, a lot of record shall be re-evaluated under the current version of the adopting ordinance prior to the issuance of a building permit.

Infill exception: Dwellings or accessory structures constructed on a lot in a subdivision, do not need to comply with Section R327.4 when at least 50 percent of the lots in the subdivision have existing dwellings that were not constructed in accordance with Section R327.4.

Nothing in the code or adopting ordinance prevents a local municipality from waiving the requirements of Section R327.4 for any lot, property or dwelling, or the remodel, replacement or reconstruction of a dwelling within the jurisdiction.

The local municipality must include a process for resolving disputes related to the applicability of the local ordinance and this section.

R327.4.2 Definitions. The following words and terms shall, for purposes of Section R327.4, have the meanings shown herein. Refer to Chapter 2 for general definitions.

Heavy Timber. For the use in this section, *heavy timber* shall be sawn lumber or glue laminated wood with the smallest minimum nominal dimension of 4 inches (102 mm). *Heavy timber* walls or floors shall be sawn or glue-laminated planks splined, tongue- and-grove, or set close together and well spiked.

Ignition-Resistant Material. A type of building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildland-urban interface conflagrations under worst-case weather and fuel conditions with *wildfire exposure* of burning embers and small flames. Such materials include any product designed for exterior exposure that, when tested in accordance with ASTM E84 or UL 723 for surface burning characteristics of building materials, extended to a 30-minute duration, exhibits a flame spread index of not more than 25, shows no evidence of significant progressive combustion, and whose flame front does not progress more than 10½ feet (3.2 m) beyond the centerline of the burner at any time during the test.

Noncombustible Material. Any material that in the form in which it is used and under the conditions anticipated, will not ignite, burn, support combustion, or release flammable vapors when subjected to fire or heat in accordance with ASTM E136.

Wildfire. Any uncontrolled fire spreading through vegetative fuels that threatens to destroy life, property, or resources.

Wildfire Exposure. One or a combination of circumstances exposing a structure to ignition, including radiant heat, convective heat, direct flame contact and burning embers being projected by a vegetation fire to a structure and its immediate environment.

R327.4.3 Roofing. Roofing shall be asphalt shingles in accordance with Section R905.2, slate shingles in accordance with Section R905.6, metal roofing in accordance with Section R905.4, tile, clay or concrete shingles in accordance with Section R905.3 or other *approved* roofing which is deemed to be equivalent to a minimum Class B rated roof assembly. Wood shingle and shake roofs are not permitted in a wildfire hazard zone.

Where the roof profile allows a space between the roof covering and roof decking, the spaces shall be constructed to prevent the intrusion of flames and embers, be fire-blocked with *approved* materials, or have one layer of minimum 72 pound (32.4 kg) mineral-surfaced nonperforated cap sheet complying with ASTM D3909 installed over the combustible decking.

Where valley flashing is installed, the flashing shall be not less than 0.019-inch (0.48 mm) No. 26 gage galvanized sheet corrosion-resistant metal installed over not less than one layer of minimum 72 pound (32.4 kg) mineral-surfaced non-perforated cap sheet complying with ASTM D3909 at least 36-inch-wide (914 mm) running the full length of the valley.

R327.4.3.1 Gutters. When required, roof gutters shall be constructed of *noncombustible materials* and be provided with a means to prevent accumulation of leaves and debris in the gutter.

R327.4.4 Ventilation. Where provided, the minimum net area of ventilation openings for enclosed attics, enclosed soffit spaces, enclosed rafter spaces, and under-floor spaces shall be in accordance with Sections R806 and R408.

All ventilation openings shall be covered with non-combustible corrosion-resistant metal wire mesh, vents designed to resist the intrusion of burning embers and flame, or other *approved* materials or devices.

Ventilation mesh and screening shall be a minimum of 1/16-inch (1.6mm) and a maximum of 1/8-inch (3.2mm) in any dimension.

R327.4.4.1 Eaves, soffits, and cornices. Ventilation openings shall not be installed on the underside of eaves, soffits, or cornices.

Exceptions:

1. The *building official* may *approve* special eave, soffit, or cornice vents that are manufactured to resist the intrusion of flame and burning embers.
2. Ventilation openings complying with the requirements of Section R327.4.4 may be installed on the underside of eaves, soffits, or cornices where the opening is located 12 feet or greater above *grade* or the surface below.

R327.4.5 Exterior walls. The *exterior wall covering* or wall assembly shall comply with one of the following requirements:

1. *Noncombustible material.*
2. *Ignition-resistant material.*
3. *Heavy timber assembly.*
4. Log wall construction assembly.
5. Wall assemblies that have been tested in accordance with the test procedures for a 10-minute direct flame contact exposure test set forth in ASTM E2707, complying with the conditions of acceptance listed in Section R327.4.5.2.

Exception: Any of the following shall be deemed to meet the assembly performance criteria and intent of this section:

1. One layer of 5/8-inch Type X exterior gypsum sheathing applied behind the *exterior wall covering* or cladding on the exterior side of the framing.
2. The exterior portion of a 1-hour fire resistive *exterior wall assembly* designed for exterior fire exposure including assemblies using exterior gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.

R327.4.5.1 Extent of exterior wall covering. *Exterior wall coverings* shall extend from the top of the foundation to the roof, and terminate at 2 inch (50.8 mm) nominal solid wood blocking between rafters at all roof overhangs, or in the case of enclosed eaves or soffits, shall terminate at the underside of the enclosure.

R327.4.5.2 Conditions of acceptance. ASTM E2707 tests shall be conducted in triplicate and the conditions of acceptance below shall be met. If any one of the three replicates does not meet the conditions of acceptance, three additional tests shall be conducted. All additional tests shall meet the following conditions of acceptance:

1. Absence of flame penetration through the wall assembly at any time during the test.
2. Absence of evidence of glowing combustion on the interior surface of the assembly at the end of the 70-minute test.

R327.4.6 Overhanging projections. All exterior projections (exterior balconies, carports, decks, patio covers, porch ceilings, unenclosed roofs and floors, overhanging buildings and similar architectural appendages and projections) shall be protected as specified in this section.

R327.4.6.1 Enclosed roof eaves, soffits, and cornices. The exposed underside of rafter or truss eaves and enclosed soffits, where any portion of the framing is less than 12 feet above grade or similar surface below, shall be protected by one of the following:

1. Noncombustible material.
2. Ignition-resistant material.
3. One layer of 5/8-inch Type X exterior gypsum sheathing applied behind an exterior covering on the underside of the rafter tails, truss tails, or soffit.
4. The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the rafter tails or soffit including assemblies using exterior gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.
5. Soffit assemblies with an underside surface that meets the performance criteria in Section R327.4.6.5 when tested in accordance ASTM E2957.

Exceptions: The following materials do not require protection required by this section:

1. Eaves and soffits where all portions of the framing members are 12 feet or greater above grade, and 2-inch nominal eave fireblocking is provided between roof framing members from the wall top plate to the underside of the roof sheathing.
2. Gable end overhangs and roof assembly projections beyond an exterior wall other than at the lower end of the rafter tails.
3. Fascia and other architectural trim boards.

R327.4.6.2 Exterior patio and porch ceilings. The exposed underside of exterior patio and porch ceilings greater than 200 square feet in area and less than 12 feet above grade shall be protected by one of the following:

1. Noncombustible material.
2. Ignition-resistant material.
3. One layer of 5/8-inch Type X exterior gypsum sheathing applied behind the exterior covering on the underside of the ceiling.
4. The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the ceiling assembly including assemblies using exterior gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.
5. Porch ceiling assemblies with a horizontal underside that meet the performance criteria in Section R327.4.6.5 when tested in accordance with the test procedures set forth in ASTM E2957.

Exception: Architectural trim boards.

R327.4.6.3 Floor projections. The exposed underside of cantilevered floor projections less than 12 feet above grade or the surface below shall be protected by one of the following:

1. Noncombustible material.
2. Ignition-resistant material.
3. One layer of 5/8-inch Type X exterior gypsum sheathing applied behind an exterior covering on the underside of the floor projection.
4. The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the floor projection, including assemblies using exterior gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.
5. An assembly that meets the performance criteria in Section R327.4.6.5 when tested in accordance with ASTM E2957.

Exception: Architectural trim boards.

R327.4.6.4 Underfloor protection. The underfloor area of elevated structures shall be enclosed to grade in accordance with the requirements of Section R327.4, or the underside of the exposed underfloor shall be protected by one of the following:

1. Noncombustible material.
2. Ignition-resistant material.
3. One layer of 5/8-inch Type X exterior gypsum sheathing applied behind an exterior covering on the underside of the floor assembly.
4. The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the floor, including assemblies using exterior gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.
5. An assembly that meets the performance criteria in Section R327.4.6.5 when tested in accordance with ASTM E2957.

Exception: Heavy timber structural columns and beams do not require protection.

R327.4.6.5 Conditions of acceptance. ASTM E2957 tests shall be conducted in triplicate, and the conditions of acceptance below shall be met. If any one of the three replicates does not meet the conditions of acceptance, three additional tests shall be conducted. All additional tests shall meet the following conditions of acceptance:

1. Absence of flame penetration of the eaves or horizontal projection assembly at any time during the test.
2. Absence of structural failure of the eaves or horizontal projection subassembly at any time during the test.
3. Absence of sustained combustion of any kind at the conclusion of the 40 minute test.

R327.4.7 Walking surfaces. Deck, porch and balcony walking surfaces located greater than 30 inches and less than 12 feet above *grade* or the surface below shall be constructed with one of the materials listed below.

Exception: Walking surfaces of decks, porches and balconies not greater than 200 square feet in area, where the surface is constructed of nominal 2-inch lumber.

1. Materials that comply with the performance requirements of Section R327.4.7.1 when tested in accordance with both ASTM E2632 and ASTM E2726.
2. Ignition resistant materials that comply with the performance requirements of Section R327.4.2 when tested in accordance with ASTM E84 or UL 723.
3. Exterior fire retardant treated wood.
4. Noncombustible material.
5. Any material that complies with the performance requirements of Section R327.4.7.2 where tested in accordance with ASTM E2632, where the *exterior wall covering* of the structure is noncombustible or *ignition-resistant* material.
6. Any material that complies with the performance requirements of ASTM E2632, where the *exterior wall covering* of the structure is noncombustible or *ignition-resistant* material.

Exception: Wall covering material may be of any material that otherwise complies with this chapter when the decking surface material complies with the performance requirements ASTM E84 with a Class B flame spread rating.

R327.4.7.1 Requirements for R327.4.7, item 1. The material shall be tested in accordance with ASTM E2632 and ASTM E2726, and shall comply with the conditions of acceptance below. The material shall also comply with the performance requirements of Section R327.4.2 for ignition resistant material when tested in accordance with ASTM E84 or UL 723.

R327.4.7.1.1 Conditions of acceptance. ASTM E2632 tests shall be conducted in triplicate and the conditions of acceptance below shall be met. If any one of the three replicates does not meet the conditions of acceptance, three additional tests shall be conducted. All additional tests shall meet the following conditions of acceptance:

1. Peak heat release rate of less than or equal to 25 kW/ft² (269 kW/m²)
2. Absence of sustained flaming or glowing combustion of any kind at the conclusion of the 40-minute observation period.
3. Absence of falling particles that are still burning when reaching the burner or floor.

R327.4.7.1.2 Conditions of acceptance. ASTM E2762 tests shall be conducted in triplicate and the conditions of acceptance below shall be met. If any one of the three replicates does not meet the conditions of acceptance, three additional tests shall be conducted. All of the additional tests shall meet the following conditions of acceptance:

1. Absence of sustained flaming or glowing combustion of any kind at the conclusion of the 40-minute observation period.
2. Absence of falling particles that are still burning when reaching the burner or floor.

R327.4.7.2 Requirements for R327.4.7, item 6. The material shall be tested in accordance with ASTM E2632 and shall comply with the following condition of acceptance. The test shall be conducted in triplicate and the peak heat release rate shall be less than or equal to 25 kW/ft² (269 kW/m²). If any one of the three replicates does not meet the conditions of acceptance, three additional tests shall be conducted. All of the additional tests shall meet the conditions of acceptance.

R327.4.8 Glazing. Exterior windows, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block, or have a fire resistance rating of not less than 20 minutes.

ATTACHMENT F

Jefferson

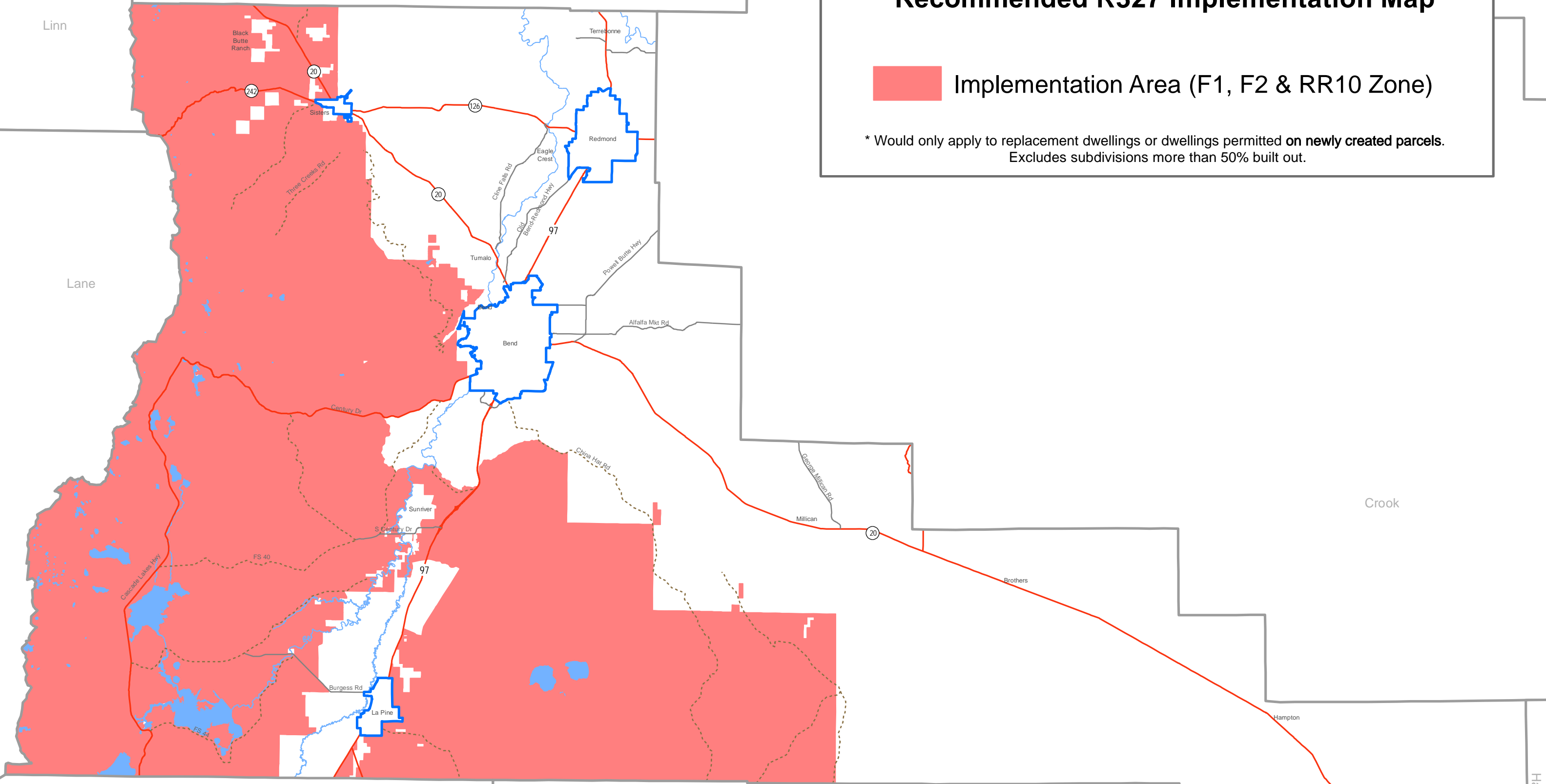
Recommended R327 Implementation Map

 Implementation Area (F1, F2 & RR10 Zone)

* Would only apply to replacement dwellings or dwellings permitted on newly created parcels.
Excludes subdivisions more than 50% built out.



1" = 6.5 Mi



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ATTACHMENT G

Jefferson

Recommended R327 Implementation Map

 Implementation Area

* Excludes subdivisions more than 50% built out.



1" = 6.5 Mi

Linn

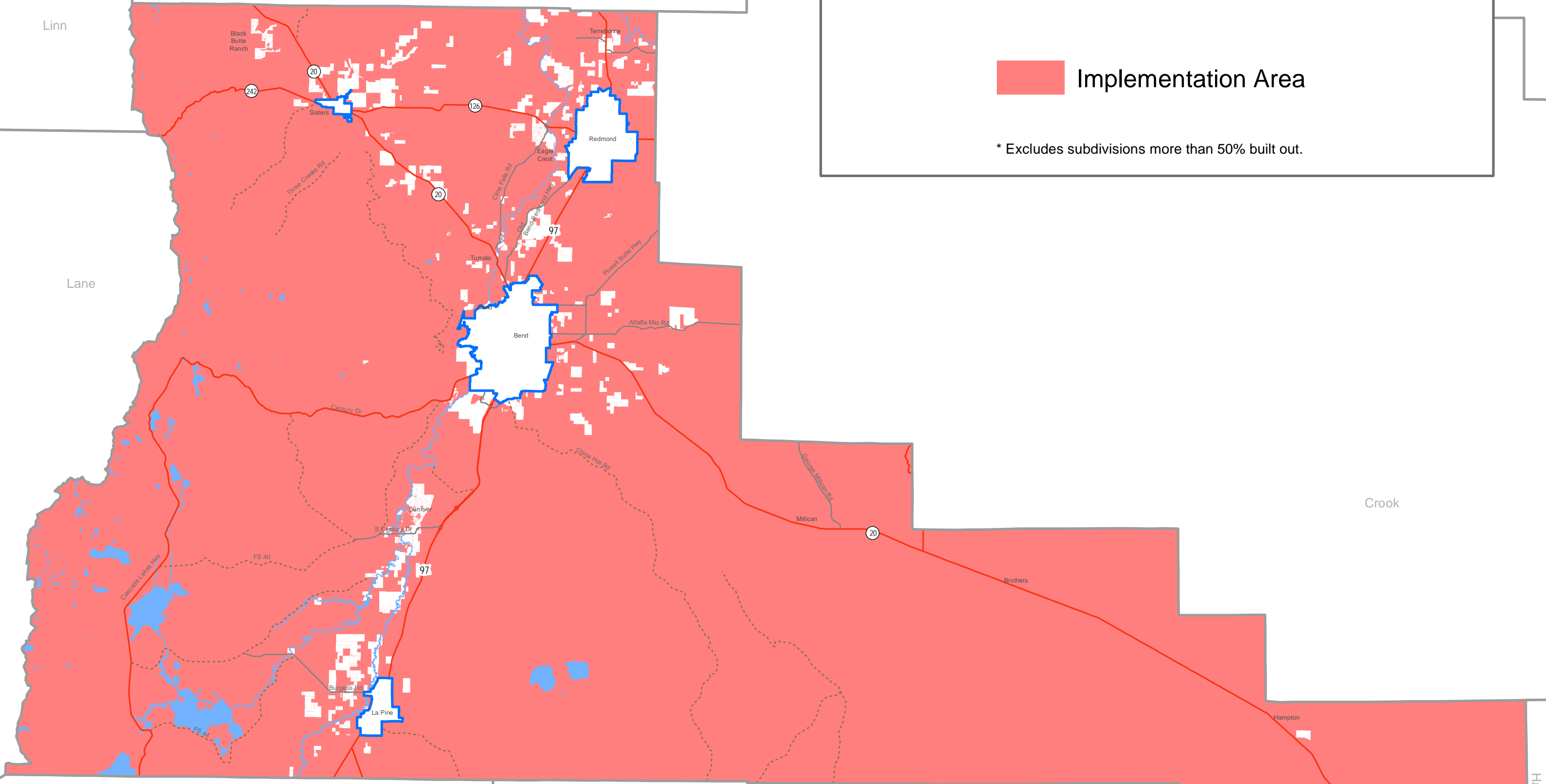
Lane

Crook

Klamath

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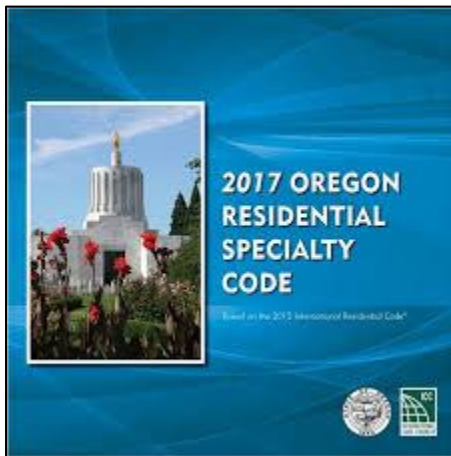
Harney



Summary of Oregon Residential Specialty Code R327.4-Wildfire Hazard Mitigation

1) Introduction

In 2018, the Oregon Building Codes Division (BCD) engaged stakeholders from the fire service, local government, and homebuilders to develop wildfire mitigation code standards that have a consistent and predictable application. BCD amended the Oregon Residential Specialty Code (ORSC) section R327 (Wildfire Hazard Mitigation) in January 2019 and made it available for local adoption.



2) Scope

If adopted by a local jurisdiction, the new provisions of ORSC R327.4 shall apply to new dwellings and their accessory structures, with some exceptions, located in a wildfire hazard zone on a *qualifying lot of record*.

What is a qualifying lot of record?

R327.4.1 requires qualifying lots of record to meet all of the following:

1. Be located in a wildfire hazard zone as identified using Oregon Department of Forestry (ODF) criteria (OAR 629-044-0200 through OAR 629-044-0260).
2. The local municipality shall determine if qualifying lots of record consist of individual lots or lots that must be part of a development that contain a minimum number of lots.
3. The local municipality shall determine whether a lot of record is either located within or outside of a wildfire hazard zone. Notification of the finding shall be provided in conjunction with a land use approval.
4. Lots created prior to the effective date of the local ordinance are exempt from the requirements for a period of 3 years from the date of the land use approval.
5. Requirements for lots created after the effective date of the local ordinance shall be valid for 3 years. After 3 years, the lot shall be re-evaluated under the current provisions of the adopting ordinance prior to issuing a building permit.

Exceptions: Dwellings and accessory structures constructed in a subdivision, do not need to comply with R327.4 when at least 50% of the lots have existing dwellings that were not constructed in accordance with R327.4.

The municipality may waive the requirements of R327.4 for any lot, property or dwelling, or the remodel, replacement or reconstruction of a dwelling within the jurisdiction.

The municipality must include a process for resolving of disputes related to the applicability of R327.4.

3) Overview of code requirements

Adoption of ORSC section R327.4 will provide additional wildfire hazard mitigation provisions that affect the following construction materials and/or methods of construction:

(A) Roofing/Gutters R327.4.3

- Roofing shall be asphalt shingles, slate shingles, metal roofing, tile, clay, or concrete shingles or other approved roofing which is equivalent to a minimum Class B rated roof assembly.

WOOD SHINGLE AND SHAKE ROOFS ARE NOT PERMITTED.

- Roof gutters, when required, shall be constructed of non-combustible materials and be provided with a means to prevent accumulation of leaves and debris in the gutter.

FIRE RESISTANT ROOFING MATERIALS:

CLAY TILE	SLATE TILE	CONCRETE TILE (INTERLOCKING)	METAL
<ul style="list-style-type: none"> + Attractive + Long lasting + Low maintenance + Variety of colours + Non combustible 	<ul style="list-style-type: none"> + Beautiful appearance + Fireproof + Long lasting + Low maintenance 	<ul style="list-style-type: none"> + Durability + Low maintenance + Relatively light-weight + Variety of colours and styles 	<ul style="list-style-type: none"> + Durability + Fire resistant + Low maintenance + Energy efficient + Low weight + Variety style and colour + Recyclable + Can be installed over existing roofs
<ul style="list-style-type: none"> - Heavy weight - Some colours may fade away - Expensive - Complex to install - Walking on roof may break tiles 	<ul style="list-style-type: none"> - Expensive - Heavy weight 	<ul style="list-style-type: none"> - Expensive 	<ul style="list-style-type: none"> - High initial cost - May need periodic painting - Difficult to repair



(B) Ventilation R327.4.4

- Openings shall be covered with non-combustible corrosion resistant metal wire mesh (openings 1/16"-1/8") or approved alternate.
- Ventilation openings shall not be installed on the underside of eaves, soffits, or cornices.

Exceptions: Special vents manufactured to resist intrusion of flame and burning embers **OR** vent openings located at least 12' above grade or surface below.

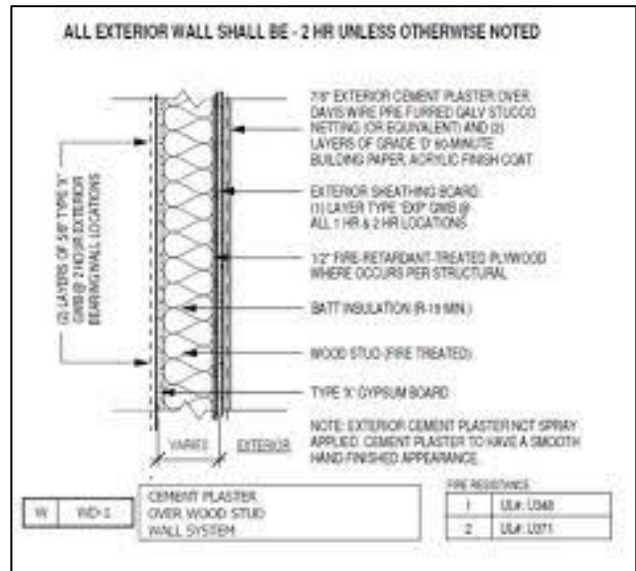


(C) Exterior Walls R327.4.5

- Exterior wall coverings shall comply with one of the following requirements:

- Non-combustible material
- Ignition-resistant material
- Heavy timber assembly
- Log wall construction assembly
- Wall assemblies tested in accordance with ASTM E2707 and ORSC section R327.4.5.2

Exceptions: Install one layer of 5/8" Type X exterior gypsum sheathing behind the exterior wall covering on the exterior side of the framing **OR** install the exterior portion of a 1-hour fire resistive exterior wall assembly.



(D) Overhanging projections (e.g. exterior balconies, carports, decks, patio covers porch ceilings, unenclosed roofs and floors, overhanging buildings, and similar projections) R327.4.6

1. Enclosed roof eaves, soffits, and cornices shall be protected by one of the following:
 - Non-combustible material
 - Ignition-resistant material
 - One layer of 5/8" Type X exterior gypsum sheathing applied behind an exterior covering on the underside of the rafter/truss tails or soffit
 - Exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the rafter/truss tails or soffit
 - Assemblies tested in accordance with ASTM E2957 and section R327.4.6.5

Exception: Protection not required when all framing members are at least 12' above grade.

2. Exterior patio and porch ceilings
 - Exposed underside of exterior patio and porch ceilings greater than 200 sq. ft. in area and less than 12' above grade shall be protected by one of the methods described in (D)(1) above.
3. Floor projections
 - The exposed underside of cantilevered floor projections less than 12' above grade or surface below shall be protected by one of the methods described in (D)(1) above.
4. Underfloor protection
 - The underfloor area of elevated structures shall be enclosed to grade OR the underside of the exposed underfloor shall be protected by one of the methods described in (D)(1) above.

Exception: Heavy timber columns and beams do not require protection.



(E) Walking surfaces R327.4.7

1. Deck, porch, and balcony walking surfaces located greater than 30" and less than 12' above grade or surface below shall be constructed with one of the materials listed below.

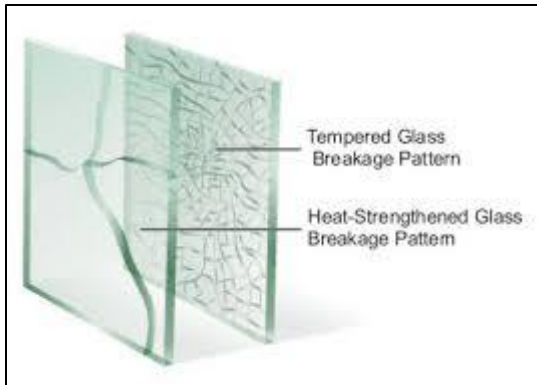
- Exterior fire retardant treated wood
- Noncombustible material
- Materials that comply with the performance requirements of specific nationally recognized testing standards. See code section for details.

Exception: Decks, porches, and balconies not greater than 200 sq. ft. where the walking surface is constructed of nominal 2-inch lumber.



(F) Glazing R327.4.8

- Exterior windows, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block, or have a 20 minute fire rating.



4) Housing cost impact

Oregon Building Codes Division estimates the increased provisions in section R327.4 will add approximately \$2,500-\$3,000 to the existing cost of a typical 1,200 square foot single family home.¹



¹ See BCD's Housing Cost Impact Statement – 12/18/19 (Available at www.deschutes.org/wildfirecommittee)



ATTACHMENT I

Wheeler

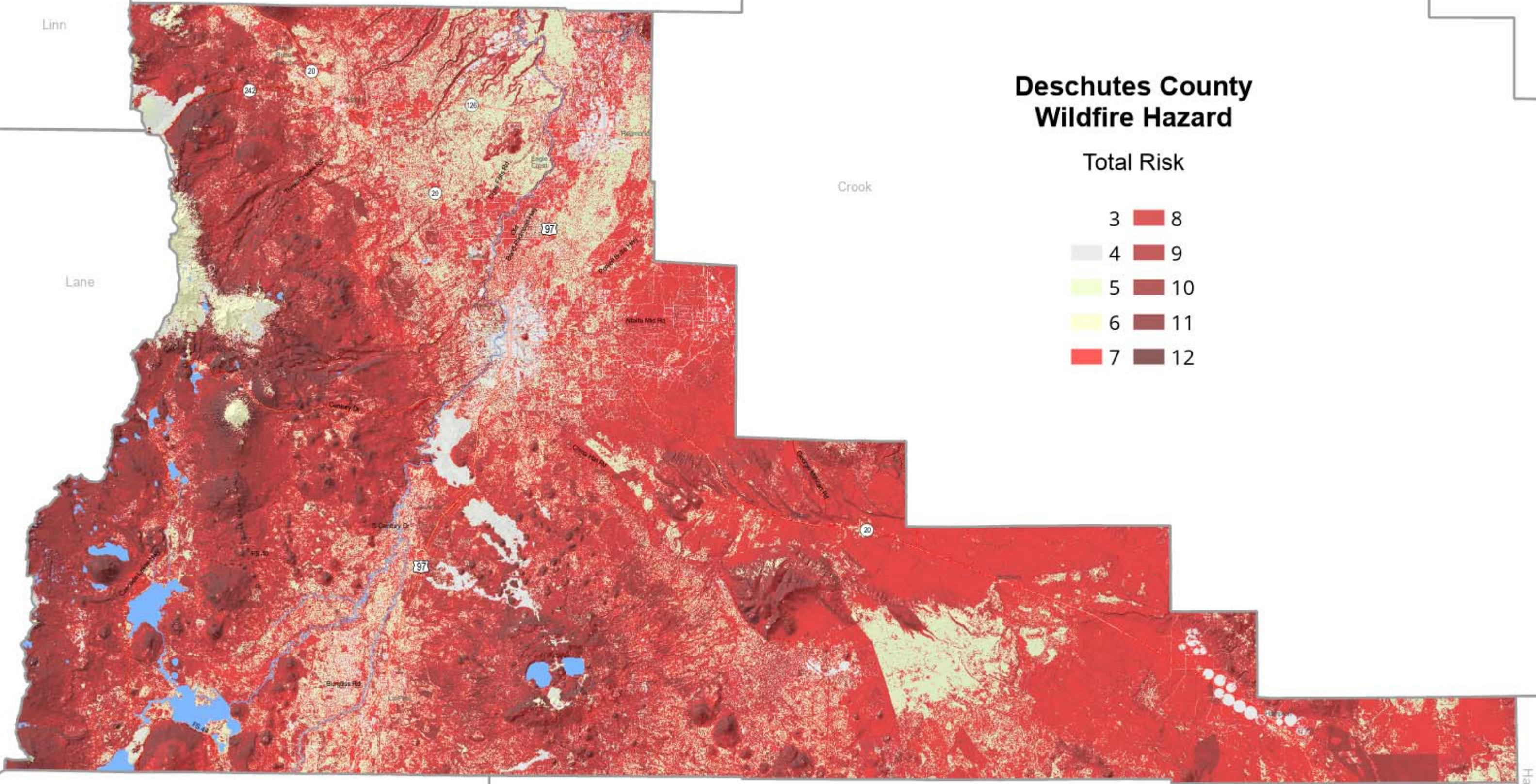
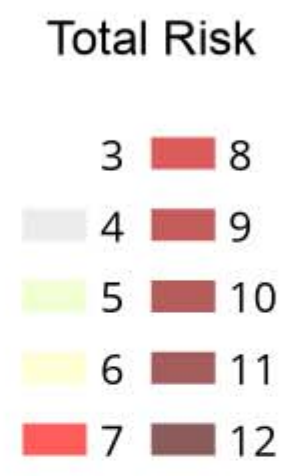
Jefferson

Linn

Lane

Crook

Deschutes County Wildfire Hazard



Klamath

Lake

Harney



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Deschutes County

Wildfire Hazard Mitigation: Public Outreach Report



Photo: Lionshead Fire, September 2020



Prepared by:
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ACKNOWLEDGMENTS

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PURPOSE

Wildfire is a natural and necessary component of ecosystems across the world. Central Oregon is no exception. Historically, wildfires have shaped the forests and wildlands valued by residents and visitors. However, these landscapes are now significantly altered due to fire prevention efforts, warming climatic trends, and modern suppression activities, resulting in overgrown forests with dense fuels that burn more intensely than in the past. In addition, the recent increase in Central Oregon's population has led to greater levels of residential development in forested landscapes, specifically in the wildland urban interface (WUI). These developments have created an incentive to review local land use and building codes which have a direct effect on wildfire mitigation and risk within Deschutes County.

Since 2018, the Deschutes County Planning Division, with support from state and local partners, has been evaluating possible code changes explicitly dealing with building materials for rural residential development as well as land use requirements for properties located in high wildland fire danger. This report summarizes those proposed code changes, responses to the proposal from public outreach initiatives, and perspectives from fire protection professionals and development interests throughout the region.

EXECUTIVE SUMMARY

Wildfire is a major threat to communities throughout the Western United States, and Central Oregon is among those areas grappling with how to diminish some of that underlying risk and maintain the values which define our region. Throughout 2020, Deschutes County has gathered public input concerning possible code amendments which can reduce the threat of wildfire in the community. Specifically, the county has gauged public opinion on two possible code provisions dealing with wildfire mitigation:

- 1) An update to the Deschutes County Building Code (in accordance with the 2019 Oregon Residential Specialty Code (ORSC) section R327 (Wildfire Hazard Mitigation)) which would require new residential construction in a Wildfire Hazard Zone to incorporate certain types of materials and requirements for roofing, ventilation, exterior wall coverings, overhanging projections, decking surfaces, and glazing in windows/skylights and doors.
- 2) An update to the Deschutes County Code requiring Defensible Space for all rural residential properties.

Evaluating public outreach efforts undertaken by the County, which are detailed in this report, it appears a majority of residents within Deschutes County generally support greater building code and defensible space requirements to mitigate wildland fire impacts. This

trend holds true for both rural and urban residents, despite these provisions being limited to those areas outside of incorporated cities. Even factoring in the additional costs which may be incurred through more stringent building and land use standards, a plurality of residents feel that these changes are necessary to maintain safe, productive communities into the future.

Numerous challenges and details still remain for how these items could be implemented in practice. While generally supportive, the public has expressed some concerns regarding the cost of new requirements for lower income residents, potential impacts to wildlife habitat, and enforcement mechanisms to ensure the amendments have their intended effect. However, the general theme appears to show that Deschutes County residents are acutely aware of the risk posed by wildfire in their communities and would like to see proactive measures put in place to reduce those risks where appropriate.

SECTION 1: BACKGROUND

Community Development Department (CDD) staff and the Board began discussing a 2015 University of Oregon Community Service Center (CSC) code audit in the fall of 2018. The timing coincided with the State Building Codes Division's (BCD) consideration of an amendment to the Oregon Residential Specialty Code (ORSC) to prescribe fire hardening standards (i.e., building codes to increase resiliency to fire). The Board directed staff to track these standards and revisit options in 2019.

The Board appointed the Wildfire Mitigation Advisory Committee (WMAC) in September 2019 to undertake the following objectives:

- 1) Recommend an updated Wildfire Hazard Zone (WHZ) based on the Oregon Department of Forestry's (ODF) criteria in Oregon Administrative Rules (OAR) 629-044-0200 (weather, slope, fuel hazard, fuel distribution);
- 2) Review and recommend whether and how to apply the Oregon Building Codes Division's (BCD) updated Wildfire Hazard Mitigation standards, i.e., ORSC - R327, in areas under Deschutes County's building jurisdiction; and
- 3) Review and recommend whether and where to propose new land use regulations based on the University of Oregon's Community Service Center (CSC) audit of Deschutes County Code and best practices from other jurisdictions.

The WMAC, which consisted of 12 voting members, held meetings from October 2019 to January 2020. A draft WMAC report was provided to the Board and the Planning Commission on February 13, 2020, and a final report on April 17, 2020.¹

The WMAC made two recommendations pertaining to the WHZ and two recommendations in determining where R327 should apply:

- Six (6) members recommended the WHZ continue to apply to the entire County;
- Five (5) members recommended the WHZ be updated based on a landscape approach informed by Community Wildfire Protection Plan (CWPP) sub-regions.
- Six (6) members recommended R327 apply to the entire County and all existing and new lots, regardless of zone.
 - Despite the reference to “all existing and new lots,” R327 does have two possible exceptions:
 - An included exception for infill development which states: “Dwellings or accessory structures constructed on a lot in a subdivision, do not need to comply with Section R327.4 when at least 50 percent of the lots in the subdivision have existing dwellings that were not constructed in accordance with Section R327.4.”
 - An included exception for some accessory structures which states: “Nonhabitable detached accessory structures, with an area of not greater than 400 square feet, located at least 50 feet from all other structures on the lot.”
- Five (5) members recommended utilizing the WHZ based on CWPP sub-regions to inform where R327 should be implemented. From there, the group recommended R327 apply to newly created lots and replacement dwellings in the Forest Use (F1 and F2) and Rural Residential (RR-10) zones.

A majority of the WMAC also recommended requiring throughout the County's jurisdiction:

- Defensible space, steep slope setbacks, and access standards for all new development;
- Defensible space for all properties, vacant and developed;

¹ The report was finalized on April 17, 2020. <https://www.deschutes.org/cd/page/wildfire-mitigation-advisory-committee>.

- Establishing a program that shares best practices of wildfire mitigation to the public.

Subsequently, Deschutes County received an 18-month Department of Land Conservation and Development (DLCD) Technical Assistance (TA) grant to incorporate the Wildfire Mitigation Advisory Committee recommendations into the Comprehensive Plan and development code. This TA Grant provides a basis for the County to evaluate rural growth and development through a multi-faceted lens, taking into consideration its effect on resource lands, wildlife, natural hazards, economic development, housing, transportation, public facilities, and rural communities. Staff structured the grant tasks so that they will give Deschutes County the resources to evaluate land use interrelationships as part of a future Comprehensive Plan update.

The following sections of this report summarize the wildfire hazard risk for Deschutes County, the proposed mitigation code amendments based on the WMAC recommendations, as well as public responses to those proposals from the various outreach events.

WILDFIRE RISK

The following subsections provide an overview of the wildfire risk posed to Deschutes County, the recent population trends for the region, and current wildfire mitigation strategies undertaken by governments, non-governmental agencies, and private citizens in the area.

Wildfire History

Like many regions in the Western U.S., Deschutes County has a long and complicated relationship with fire. Historically, the dry ponderosa pine forests of the eastern Cascade Mountains experienced low-severity fires every 0-35 years, while other forest types such as lodgepole pine would have typically experienced high-severity fire events every 35-100 years.² However, fire management techniques shifted beginning in the early 20th Century, which saw a massive effort to suppress all fires on the landscape as quickly as possible to reduce losses to personal property and timber supply. The previous century of fire suppression has created unprecedented conditions outside of the historic fire regimes which have drastically increased the probability of high-severity fires and the resultant damage caused by these events.³

In addition, long-term climatic trends have established warmer weather, reduced snowpack, and longer lasting drying periods during the summer months which significantly affect both the frequency and scale of wildland fire events.⁴ To illustrate, the table below summarizes

² https://www.fs.usda.gov/nfs/11558/www/nepa/101916_FSPLT3_4291822.pdf

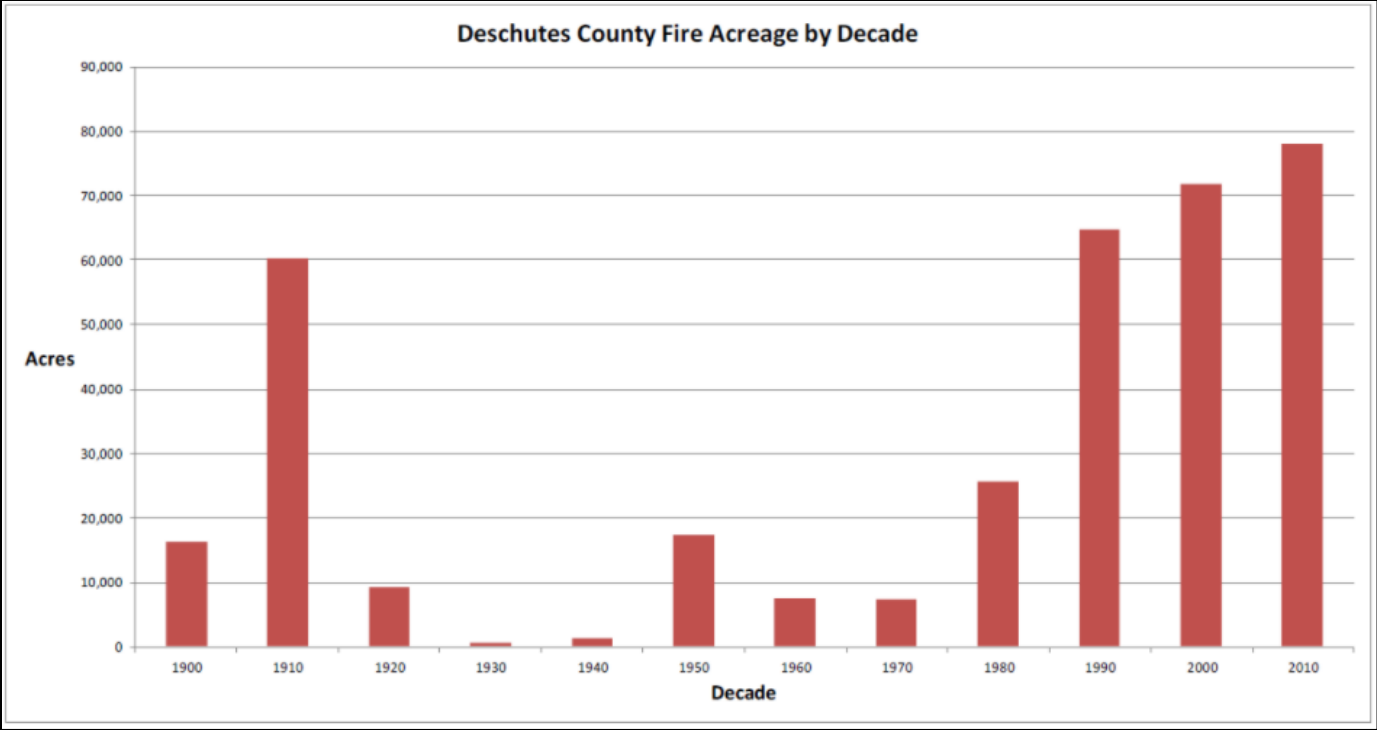
³ <https://www.fs.usda.gov/detail/deschutes/home/?cid=stelprdb5300193>

⁴ <https://www.fs.usda.gov/pnw/publications/climate-change-vulnerability-and-adaptation-south-central-oregon>

major fire events in Deschutes County from 1990-2020, and the graph below illustrates acreage affected by wildfire events in Deschutes County from 1900-2010:

Date	Fire Name	Acres Burned
2020	Rosland Road	393
2019	McKay Butte	164
2018	Tepee	2026
2017	Milli	24,042
2017	McKay	1,222
2016	Sheridan	191
2014	Two Bulls	6,908
2013	Burgess Road	168
2012	Pole Creek	26,795
2011	Shadow Lake	10,402
2010	Roster Rock	6,120
2009	Black Butte II	569
2008	Summit Springs Complex	1,973
2007	GW	8,570
2006	Lake George	5,652
2006	Black Crater	9,412
2005	Park	139
2003	Davis	21,123
2003	Link	3,716
2003	18 Road Fire	3,811
2003	B & B Complex	90,769
2002	Eyerly	23,573
2002	Cache Mountain	4,421
2001	Crane Complex	713
2000	Hash Rock	18,500
1998	Elk Lake	252
1998	McKay	1,150
1996	Little Cabin	2,400
1996	Ashwood U Donnybrook	100,000+
1996	Smith Rock	300
1996	Skeleton	17,794
1996	Evans West	4,231
1995	Cinder Butte	11,132
1994	Four Corners	1,524
1992	Sage Flat ODF	1,106
1992	Horse Butte	1,629

1991	Stevens Canyon	1,080
1990	Awbrey Hall	3,500
1990	Delicious	2,042
1990	Finley Butte	1,320
Total		320,832



The significant story here is that Central Oregon has experienced high-intensity wildland fires on 37 percent more acreage in the last 15 years than in the previous 100 years combined. This trend of escalating large wildland fires in Deschutes County is likely to continue and will create greater impact on the citizens, economic and cultural values-at-risk, and infrastructure of the county.

Population Changes

Understanding the future population of Deschutes County informs wildfire risk and related mitigation strategies. Since the enactment of state legislation in 2013 to centralize population forecasts with consistent methodology across Oregon, population forecasts have been conducted by the Population Research Center (PRC) at Portland State University (PSU). Population forecasts are performed on a four-year cycle by region; the most recent forecast for Deschutes County was published in 2018.⁵ It is important to note that these population figures for 2018 and beyond may differ slightly from estimates provided by the United States

⁵ https://ondeck.pdx.edu/population-research/sites/g/files/znlldhr3261/files/2020-07/Deschutes_Report_Final.pdf

Census due to different base year estimates and forecast methodology; for cities' geography, PRC uses Urban Growth Boundaries (UGBs) rather than city limits, which can differ slightly.

The PRC 2018 Final Forecast Report notes that the total population of Deschutes County will likely grow at a faster pace in the near-term (2018-2043) compared to the long-term (2043-2068). This is largely due to an eventual decrease in birth rates versus death rates—owing to an aging population as well as a smaller population of women in their childbearing years—despite increases from in-migration. As shown in Table 2, Deschutes County's total population (including cities) is forecast to increase by more than 114,000 over the next 25 years (2018-2043) and by more than 245,000 over the entire 50-year forecast period (2018-2068).

Table 2, Deschutes County and Sub-Area Population Forecasts⁶	2018	2043	2068	Average Annual Growth Rate 2018 - 2043	Average Annual Growth Rate 2043 - 2068
Deschutes County	187,621	301,999	432,930	1.9%	1.5%
Bend UGB	91,373	162,362	255,291	2.3%	1.8%
Redmond UGB	29,364	51,625	82,575	2.3%	1.9%
Sisters UGB	2,691	5,169	8,431	2.6%	2.0%
La Pine UGB	1,833	3,594	5,894	2.7%	2.0%
Outside UGB (Unincorporated County)	62,360	79,248	80,739	1.0%	0.1%

The growth rate for unincorporated Deschutes County, however, does not directly mirror that of the county as a whole or its cities. While the growth rates for the county as well as its cities are all projected to slow down between 2043 and 2068, the growth rate slows more dramatically for the unincorporated county as shown in Table 3. As a result, the population of the unincorporated county becomes a smaller proportion of the county as a whole by 2043 and 2068.

Table 3, Deschutes County and Sub-Areas Share of County Forecasts⁷	Share of County 2018	Share of County 2043	Share of County 2068
Deschutes County	n/a	n/a	n/a
Bend UGB	48.7%	53.8%	59.0%
Redmond UGB	15.7%	17.1%	19.1%
Sisters UGB	1.4%	1.7%	1.9%
La Pine UGB	1.0%	1.2%	1.4%
Outside UGB (Unincorporated County)	33.2%	26.2%	18.6%

⁶ https://www.pdx.edu/prc/sites/www.pdx.edu/prc/files/Deschutes_Report_Final.pdf

⁷ Ibid.

Despite the lower share of community members residing in the rural county relative to cities, approximately 20,000 additional people are projected to reside in unincorporated areas over the next 50 years. This is significant, as those areas of the County are likely to be at the greatest risk to wildland fire impacts; and population increases in those regions will have a disproportionate influence on wildfire mitigation strategies as the county continues its rapid growth over the coming decades. Additionally, a significant portion of wildland fire events are caused by human activities, such as individuals recreating on state and federal lands. As such, larger general populations in Deschutes County are likely to increase the numbers of people recreating within wildland areas, with a commensurate increase in ignition risk for human-caused wildfires.

Current Wildfire Mitigation Measures

There are a number of actions currently under way within Deschutes County and the larger region to address wildfire hazards. Some of the measures are being undertaken by county departments, while others are carried out by state and federal agencies, or private citizens. The following is a list of some of the current activities undertaken to reduce wildfire risk in the County:

Wildfire Hazard Zone

- In 2001, Deschutes County adopted a Wildfire Hazard Zone, requiring a minimum of Class C roofing and prohibiting the use of untreated wood roof coverings.

Natural Hazards Mitigation Plan

- Deschutes County's first Natural Hazards Mitigation Plan (NHMP), adopted in 2006, was the first pre-disaster plan, approved by the Federal Emergency Management Agency (FEMA) in Oregon.
- NHMP proposed actions recommend reviewing and upgrading existing building and land use codes to address landscaping, fuel amounts, and structural details that reduce the incidence or spread of wildfire in the Wildland Urban Interactive (WUI).

Project Wildfire

- Project Wildfire is a long-term wildfire mitigation strategy that provides for disaster-resistant communities. Its mission is to prevent deaths, injuries, property loss, and environmental damage resulting from wildfires in Deschutes County.
- Created by Deschutes County Ordinance 8.24.010, Project Wildfire is the community organization that facilitates, educates, disseminates, and maximizes community efforts toward effective fire planning and mitigation. Project Wildfire organizes

community events that help educate the community about wildfire protection strategies and techniques.

Community Wildfire Protection Plans

- Community Wildfire Protection Plans (CWPPs) are the result of the Healthy Forest Restoration Act of 2003⁸ which, as part of a historic bipartisan legislative effort, calls for communities to collaborate with state and local agencies to determine priorities for hazardous fuels projects on federal and private lands in the wildland-urban interface (WUI).
- It also allows communities to develop and list priorities that affect their abilities to survive a wildland fire in their areas. Egress, education, and water availability are some of the other issues that communities may address in their plans. Across Central Oregon, each community has been collaborating with forest and fire management agencies to identify risks and outline strategies to address them.
- Project Wildfire acts as the caregiver to seven unique Community Wildfire Protection Plans within Deschutes County. Each plan is revised on a 5-year cycle to ensure it's relevant to the partners involved in its development.

FireFree

- FireFree is both an event and a program. The FireFree message is a year-round effort to educate community members about how they can be prepared for wildfires. Along with the education, FireFree provides events where residents can recycle yard debris for free or a reduced price.
- Project Wildfire coordinates the FireFree program, which is an educational program that teaches residents how to protect their homes from wildfire. The FireFree program and fuels reduction projects yield over 40,000 cubic yards of woody debris each year.

Deschutes County Comprehensive Plan

- Few counties have wildfire hazard maps in their Comprehensive Plans, but Deschutes County is an outlier. The Deschutes County Fire Hazard map is included in Chapter 3: Rural Growth Management of the Deschutes County Comprehensive Plan and identifies wildfire hazard throughout the county. In total, 96 percent of the land in Deschutes County is identified as being located in a fire hazard area.

⁸ <http://www.projectwildfire.org/wp-content/uploads/2016/02/hfra.pdf>

- Policy 3.5.11(b) addresses wildfire concerns to and from development, through consideration of site location, building construction and design, landscaping, defensible space, fuel management, access, and water availability.

Defensible Space

- Defensible space is the buffer created between a building and the grass, trees, shrubs, or any wildland areas that surround it. This space is needed to slow or stop the spread of wildfire and helps protect structures themselves from catching fire.
- Deschutes County utilizes several regulatory programs to address defensible space. The following list summarizes the County's current approach to wildfire mitigation:
 - Consistent with State law, the Forest Use 1 and 2 zones require compliance with defensible space, access, and water supply standards.
 - Destination resorts are required to implement a wildfire management plan to ensure safe evacuations and that hazards are minimized.
 - Defensible space requirements for unprotected lands were adopted in 2011.
 - In October 2016, conditional use permit criteria were applied to Tree Farm, LLC, a cluster development consisting of 50, approximately two-acre residential lots located west of the City of Bend. The conditional use criteria require wildfire mitigation standards including defensible space and residential sprinklers.
 - The Westside Transect Zone (WTZ), consisting of approximately 717 acres and located west of the City of Bend and East of Shevlin Park and Tumalo Creek, was approved in January 2019. The WTZ Zone requires all land divisions to submit a master plan that contains a wildfire mitigation plan.
- **County Forester**
 - The County Forester helps private land owners create defensible space around their homes and helps coordinate fire adapted communities throughout Deschutes County.

SECTION 2: FUTURE MITIGATION PROPOSALS

The County has undertaken a public outreach program to gauge support for additional wildfire hazard mitigation measures relating to residential development. Specifically, the

County approached residents in our region to evaluate their opinions on the following programs:

- 1) An update to the Deschutes County Building Code (in accordance with the 2019 Oregon Residential Specialty Code (ORSC) section R327 (Wildfire Hazard Mitigation)) which would require new residential construction in a Wildfire Hazard Zone to incorporate certain types of materials and requirements for roofing, ventilation, exterior wall coverings, overhanging projections, decking surfaces, and glazing in windows/skylights and doors.
- 2) An update to the Deschutes County Code requiring Defensible Space for all rural residential properties.

These proposals were outlined in the context of Deschutes County's wildfire history, locations for where these standards may apply, and cost estimates associated with implementation.

Through the TA Grant process, Deschutes County undertook a multi-pronged outreach approach to address the recommendations provided by the CSC and WMAC. Due to the COVID-19 pandemic throughout 2020, public outreach opportunities were limited, and the County was unable to host any in-person meetings regarding wildfire mitigation. To ensure the greatest possible opportunity for public involvement, the County considered multiple options for gathering input and ultimately decided on the following options:

- 1) Communications Plan. Press releases, social media, the department's electronic newsletter and the NextDoor web application to announce a project website, ArcGIS StoryMap (interactive web-based maps with text and photos) and an online survey to understand the public's support to adopt building codes and defensible space standards for rural housing.
- 2) Open Houses. Two virtual open houses with the Deschutes County Planning Commission on November 19 and December 3, 2020, to discuss the project's history and specifics regarding the proposed mitigation standards.
- 3) Statistically Valid Survey. A statistically valid survey conducted via telephone by Nelson Research, Inc. of residents across Deschutes County to understand the public's support to adopt building codes and defensible space standards for rural housing.

The following sections outline the results of those public outreach actions and the public's general assessment of additional wildfire mitigation measure in Deschutes County.

PUBLIC OUTREACH

Process and Methodology

As described above, the County requested Nelson Research, Inc. to conduct a statistically valid phone survey in addition to the County conducted online survey. This secondary survey was undertaken for the following reasons:

- 1) To provide an independent, scientifically accurate public outreach process to achieve greater confidence in the County's findings.
- 2) To cross reference and validate findings from the County-directed internet survey through an additional outreach method.

To achieve statistically valid results, Nelson Research, Inc. conducted the survey under the following methodological standards:

- A randomized telephone sample of 20,000 Deschutes County residents was chosen for the survey, among which a smaller sample was chosen based on geographic parameters set by the County. A total sample of 383 residents was ultimately chosen to conduct the survey.
 - As the County was primarily interested in responses from those that would be most impacted by the new requirements (rural residents), the chosen sample was weighted towards residents outside of incorporated cities.
 - 75 percent of the sample came from rural areas of the County and 25 percent from Bend, Redmond, Sisters, and La Pine.
 - The total sample size is a +/- 5 percent margin of error at the 95 percent level of confidence.
 - However, due to the oversampling of rural residents, results coming from the Bend/Redmond/Sisters/La Pine geographic area likely have a higher error rate, while results from the rural parts of the County have a lower error rate.
 - Initially, the County discussed breaking out Sisters and La Pine separately, but since these two cities make up only 1 percent each of the County's total residents, a separate sub-sample would have been too small to achieve any meaningful data.

- Due to the large oversampling of rural residents, Nelson Research did not set up any other demographic quotas besides the geographic quota outlined above.
- All surveys were conducted by telephone and all calls were randomized so all parties within the sampling parameters had an equal opportunity of being called.
 - All calls were monitored and recorded to ensure all survey protocols were followed and to ensure the quality of each call.
 - A qualifier question was included that asked each respondent prior to participation if they were 18 years of age or older and currently living in Deschutes County (If respondents answered no to either portion, they were excluded from participating in the survey).
- All information regarding their geographic location was taken from the list provided by the Deschutes County Clerks office Clerk's Office based on voting precinct designated census tracts and was not asked directly of respondents.
- The final demographic samples were as follows:

Sex	Percentage
Males	49.3%
Females	49.9%
Other	0.3%
Refused	0.5%

Age	Percentage
18-29	3.4%
30-44	14.6%
45-59	27.2%
60+	53.8%

Residency	Percentage
0-5 Years	14.9%
6-10 Years	12.5%
Over 10 Years	71%
Refused	1.6%

Geographic Location	Percentage
Bend/Redmond/Sisters/La Pine	25.1%
Other/Rural	74.9%

Limitations

While the County has taken appropriate measures to ensure that the results of the public outreach process accurately reflect the perspectives and opinions of the community, there are a number of limitations to the process which must be summarized.

Specifically, a not insignificant number of respondents to both surveys were uncomfortable noting their support or lack of support without additional information and specifics of how individual proposals might be implemented. Community members have raised numerous concerns, many of which are addressed in this report, regarding how possible mitigation measures would interface with existing development regulations, differing County comprehensive plan priorities, and parcels with pre-existing development patterns which may challenge implementation on a property-by-property basis. While all of these concerns are valid, the purpose of this outreach process is to gather a generalized sense of public opinion on wildfire mitigation measures that the County may have the option of pursuing in the near to medium term. To the extent possible, the County has attempted to provide a clear picture of what these programs might mean for Deschutes County residents writ large, such as projected costs and geographic locations which would be affected. More specific implementation issues would ultimately be addressed and reviewed further at future work sessions and public hearings should the County elect to move forward with these proposals.

Additionally, a number of comments and concerns were raised by community members throughout the outreach process related to items such as public education on safe fire practices and the role of outdoor recreation in wildfire ignition. The County acknowledges the significant role that educational programs can play in reducing human caused wildfire ignition within the Central Oregon region. However, while these issues are important and should be addressed, ultimately that authority and responsibility lies outside of the Community Development Department, which principally deals with physical development of properties throughout Deschutes County. The possible mitigation measures referenced herein are an attempt to reduce wildfire risks associated with new and existing development. Public education on proper fire safety and risk management are distinct issues which can be addressed through a variety of state, federal, and local agencies which are not directly related to physical development of property. Finally, staff points out that many of these agencies, such as local fire protection districts and the United States Forest Service, frequently undertake public education campaigns to reduce human caused fire ignition, particularly during periods of high fire danger.

Communications Plan and County Survey

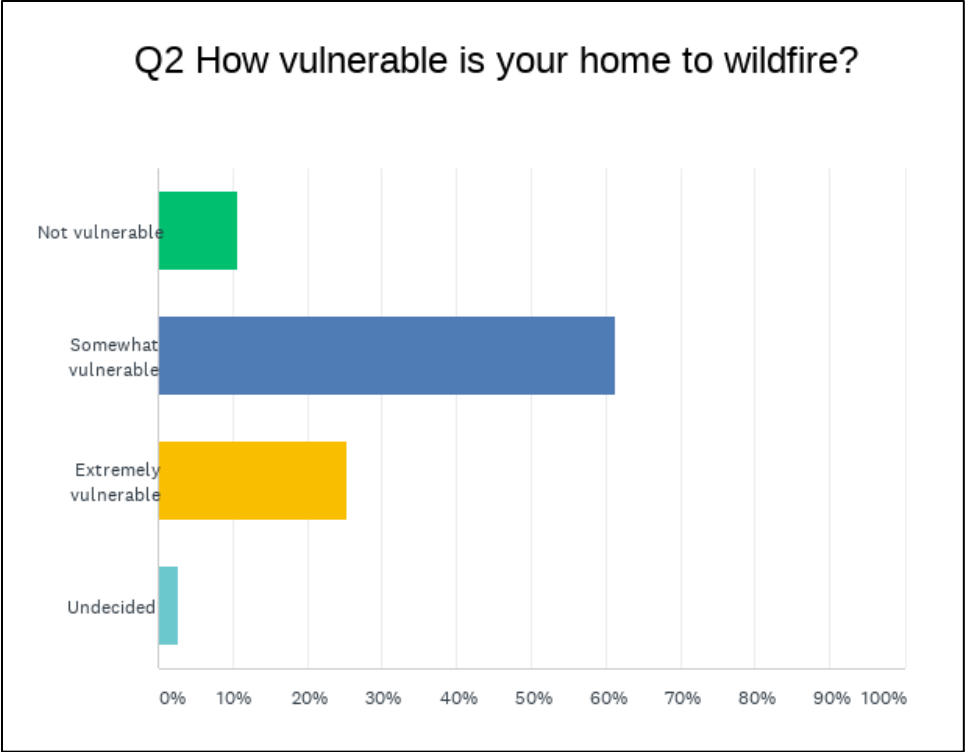
As described previously, the County's communication plan involved a number of online press releases, a public-facing web page specific to the wildfire mitigation project, an ArcGIS StoryMap (interactive web-based maps with text and photos), and an online survey. The primary information gathering tool through this process was the online survey, which

proposed a series of six questions to understand the public's desire to see additional mitigation measures brought forward at a County level. Those six questions were outlined as follows:

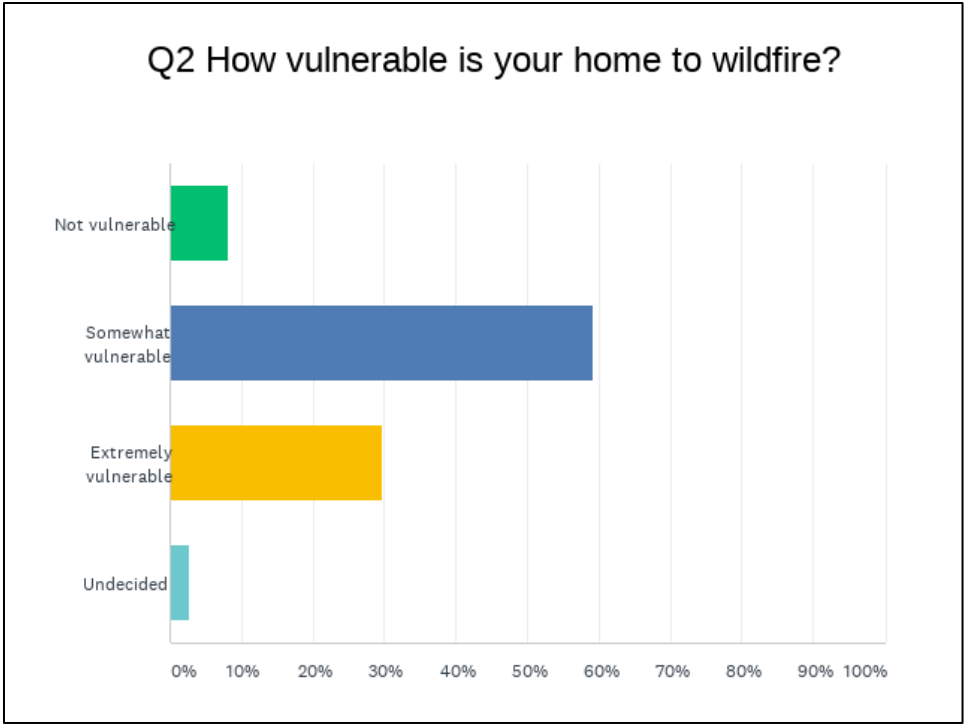
- 1) Are you a resident living within Deschutes County?
- 2) How vulnerable is your home to wildfire?
- 3) The County's current Wildfire Hazard Zone only requires fire-resistant roofing materials. Do you support additional building codes which would require certain fire-resistant materials (siding, decking, ventilation) when constructing a new home in rural Deschutes County?
- 4) If Deschutes County requires additional fire-resistant materials for new homes, where in rural Deschutes County should they apply?
- 5) If building a new home of approximately 2,400 square feet, how much would you be willing to add to the construction cost to incorporate measures that may reduce the risk of wildfire damage to your home?
- 6) Defensible space is required in Forest Use zones. Do you support Deschutes County expanding these requirements to all existing and new development in the rural County?

In total, the County received 801 individual responses to the online survey, with 498 of those responses coming from people living within rural Deschutes County (outside of an incorporated city). Of the total responses, 86.6 percent of community members feel that their homes are somewhat vulnerable or extremely vulnerable to wildfire damage.

From those community members living within rural Deschutes County, 88.9 percent of respondents feel that their homes are somewhat vulnerable or extremely vulnerable to wildfire damage.



All County Residents

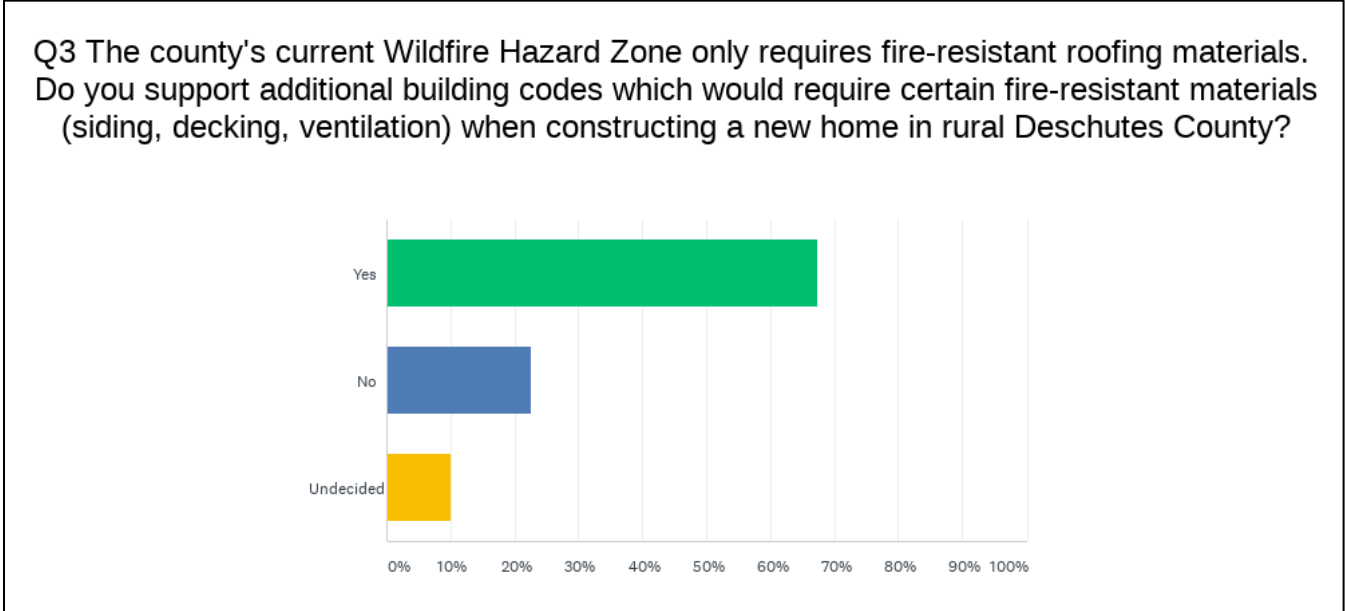


Rural County Residents

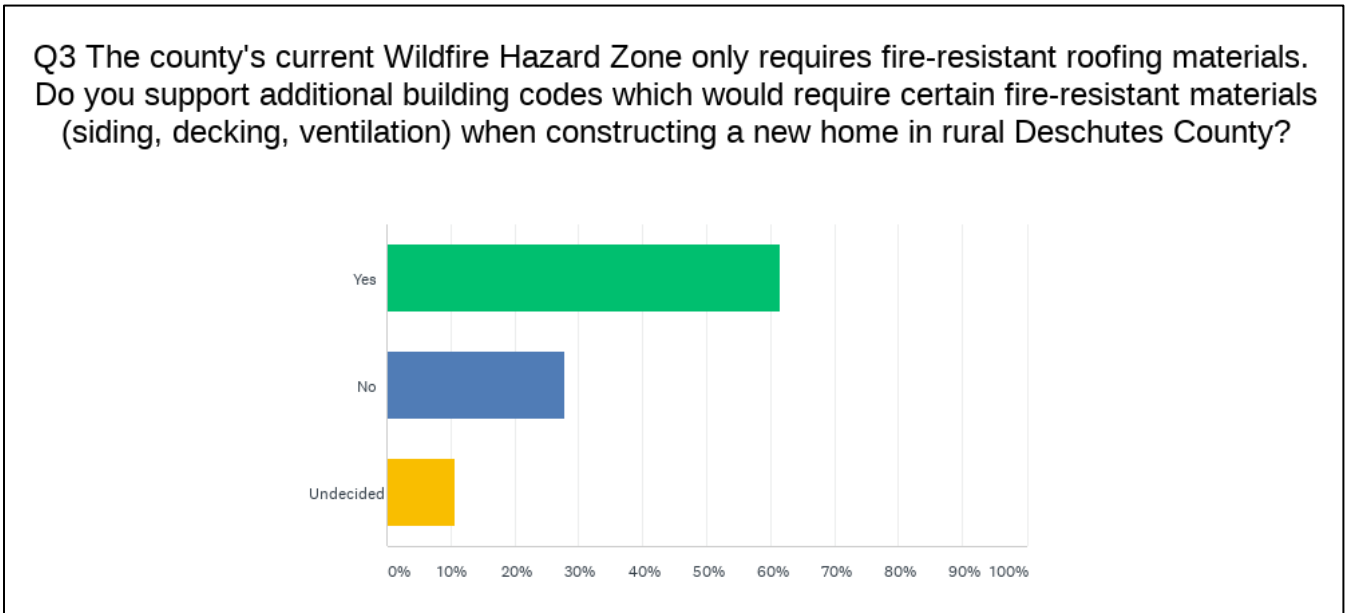
Regarding whether residents support additional requirements for fire-resistant building materials when constructing a new home in rural Deschutes County, 67.3 percent were

supportive, 22.7 percent were not supportive, and the remaining 10.0 percent were undecided.

From those community members living within rural Deschutes County, 61.5 percent were supportive, 27.8 percent were not supportive, and the remaining 10.7 percent were undecided.



All County Residents



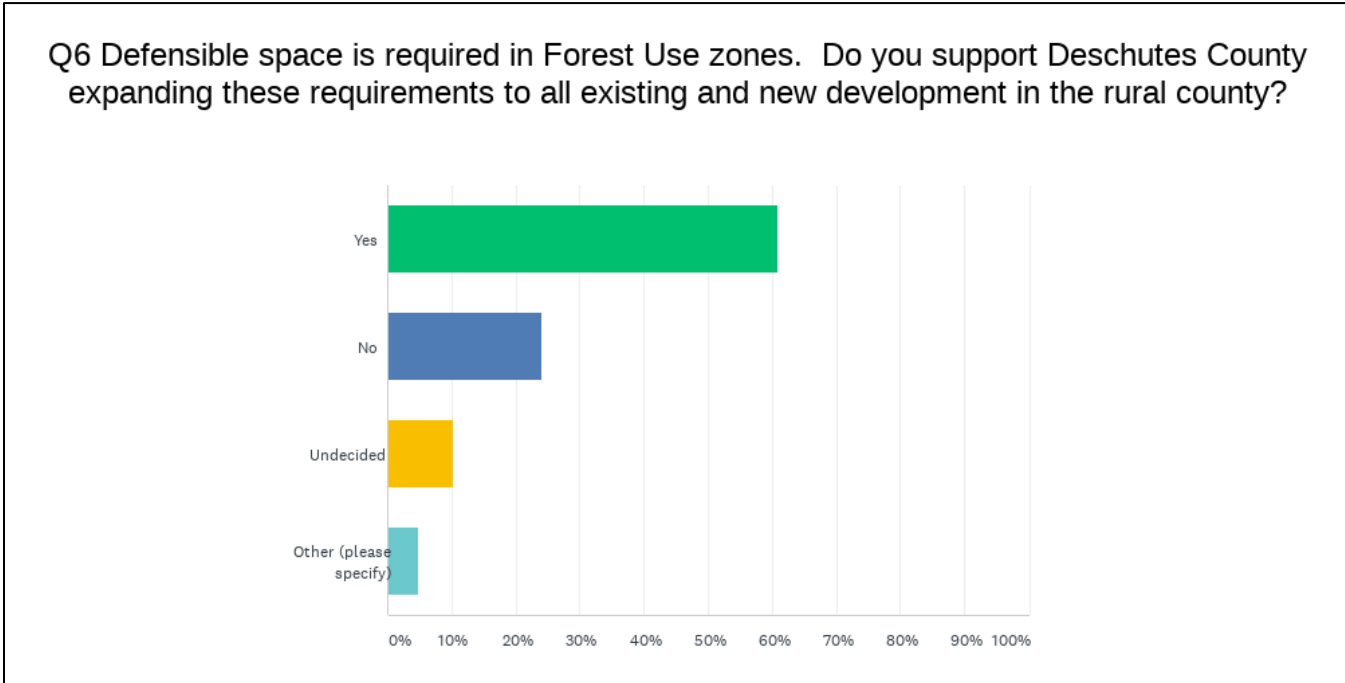
Rural County Residents

Regarding whether residents support expanding defensible space requirements to all existing and new development in rural Deschutes County, 60.9 percent were supportive, 24.1

percent were not supportive, 10.3 percent were undecided, and the remaining 4.8 percent of respondents provided a more detailed or contextual answer.

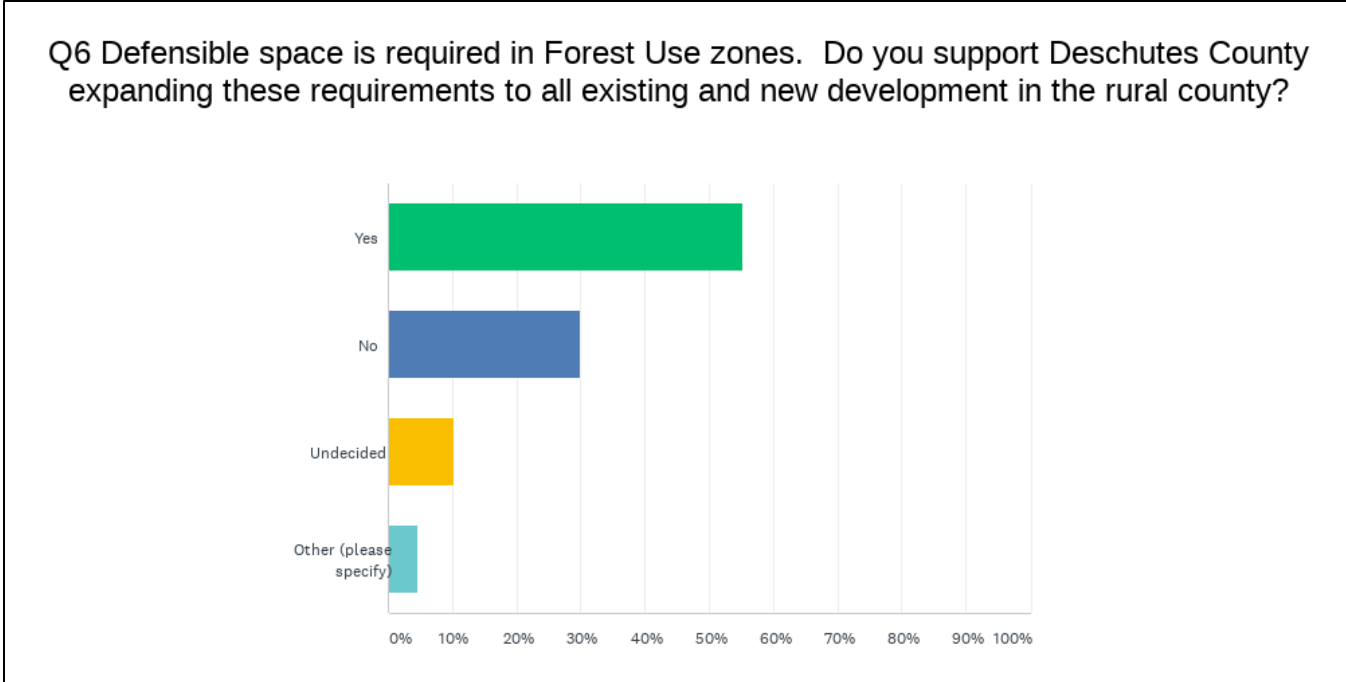
From those community members living within rural Deschutes County, 55.1 percent were supportive, 29.9 percent were not supportive, 10.3 percent were undecided, and the remaining 4.6 percent of respondents provided a more detailed or contextual answer. The provided supplementary answers covered a wide range of perspectives and concerns; however, certain themes did emerge, including:⁹

- How to implement defensible space standards for smaller properties
- Cost of maintenance for lower-income residents
- How defensible space measures will impact wildlife habitat
- Visual buffering between neighboring property owners



All County Residents

⁹ The full list of supplementary comments is attached as an appendix to this report for additional information



Rural County Residents

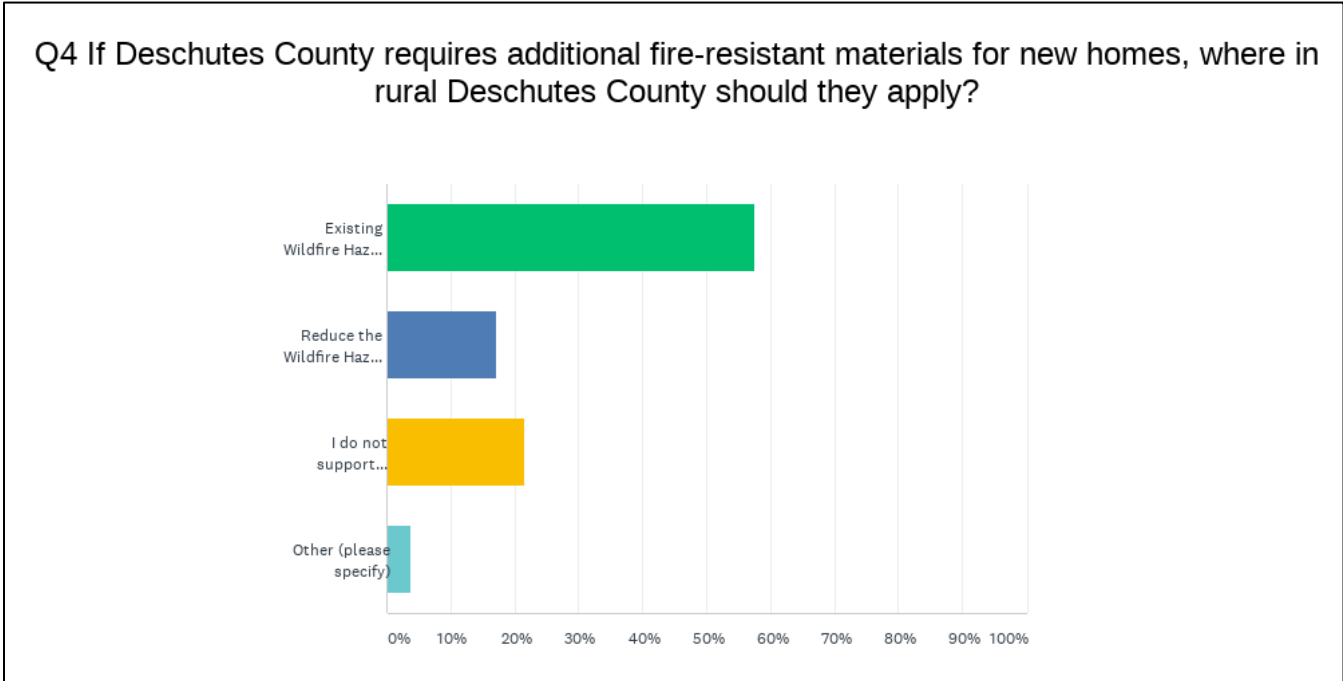
As presently written in State Building Code, any fire-resistant building materials can only be required in designated Wildfire Hazard Zones. Currently, the entirety of rural Deschutes County is designated as a Wildfire Hazard Zone. As discussed previously, during the 2019-2020 WMAC meetings the committee discussed updates to the County’s Wildfire Hazard Zone based on more recent information. Ultimately, the committee members were split regarding the need for zone updates, or whether the Wildfire Hazard Zone should continue to apply across the entirety of Deschutes County. The public outreach process was intended to vet these recommendations against public perceptions to help guide any future decisions on how zone changes, if any, are enacted.

When answering where fire-resistant building materials (and hence the Wildfire Hazard Zone) should apply, 57.5 percent believe the existing Wildfire Hazard Zone should remain as is, 17.2 percent believe the Wildfire Hazard Zone should be reduced to only include Forest and Rural Residential Zoned properties, 21.5 percent believed no additional fire-resistant building materials should be required at all, and the remaining 3.8 percent of respondents provided a more detailed or contextual answer.

From those community members living within rural Deschutes County, 53.6 percent believe the existing Wildfire Hazard Zone should remain as is, 17.3 percent believe the Wildfire Hazard Zone should be reduced to only include Forest and Rural Residential Zoned properties, 25.5 percent believed no additional fire-resistant building materials should be required at all, and the remaining 3.7 percent of respondents provided a more detailed or contextual answer.

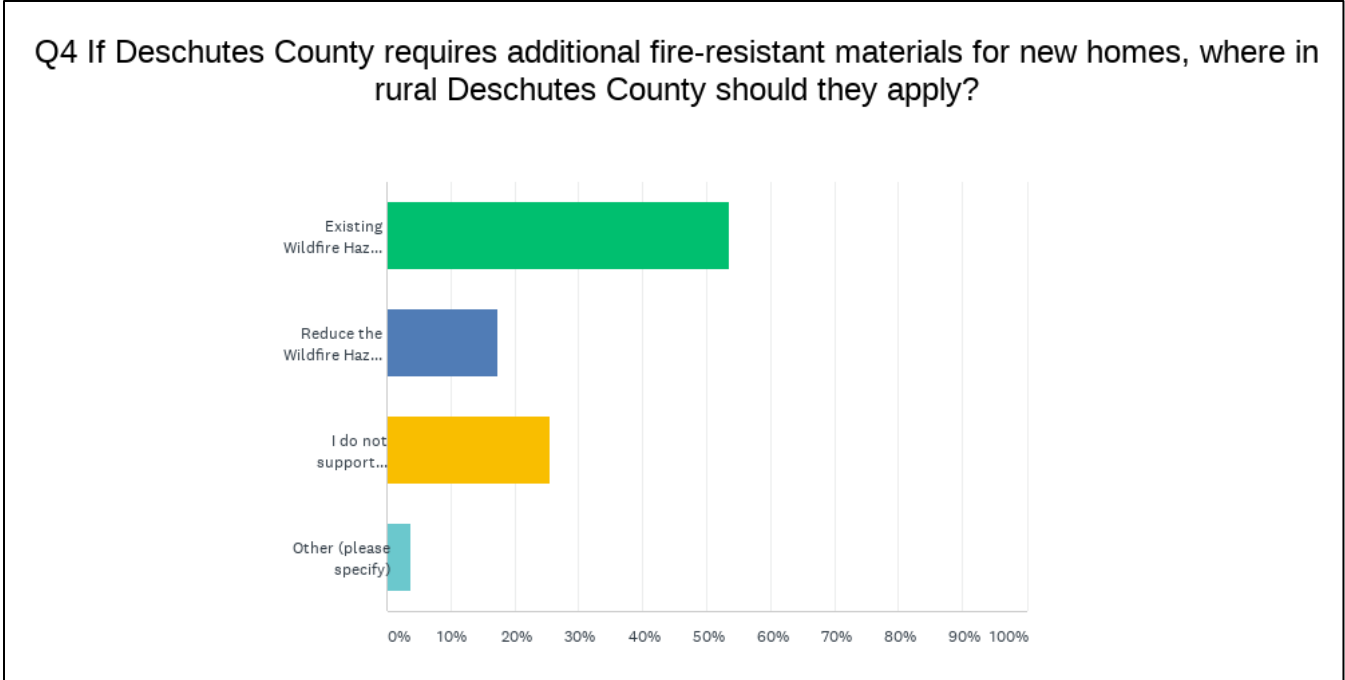
Those supplementary answers covered a wide range of perspectives and concerns; however, certain themes did emerge, including:¹⁰

- How wildfire hazard mitigation actions should be implemented inside incorporated city limits
- Cost of implementation for lower-income residents



All County Residents

¹⁰ The full list of supplementary comments is attached as an appendix to this report for additional information



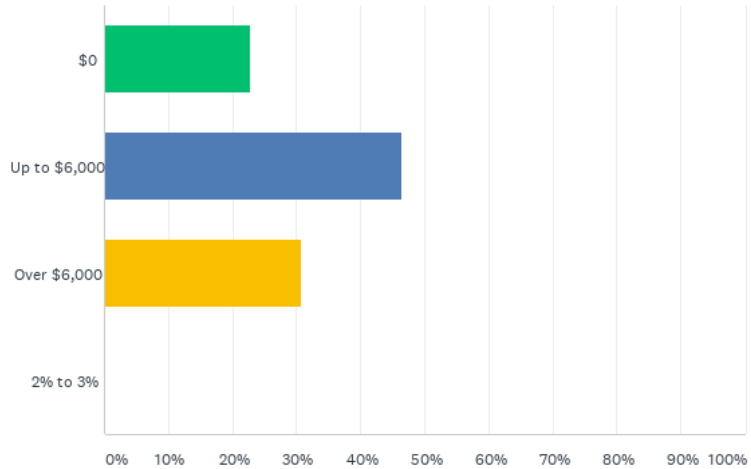
Rural County Residents

To provide relative cost context for the proposed building materials standards, residents were asked how much they would be willing to add to the construction cost of a 2,400-square-foot home to incorporate measures that may reduce the risk of wildfire damage. Residents were given a total range of between \$0 and over \$6,000. The range of proposed estimates was based on a wide variety of resources, including the local building official, the Central Oregon Builders Association (COBA), and various real estate agencies working in the region.

Regarding how much additional expense residents would be willing to incur to implement new wildfire building standards, 22.8 percent stated they would not expend any additional money, 46.4 percent stated they would expend up to \$6,000, and the remaining 30.8 percent of respondents stated they would expend more than \$6,000.

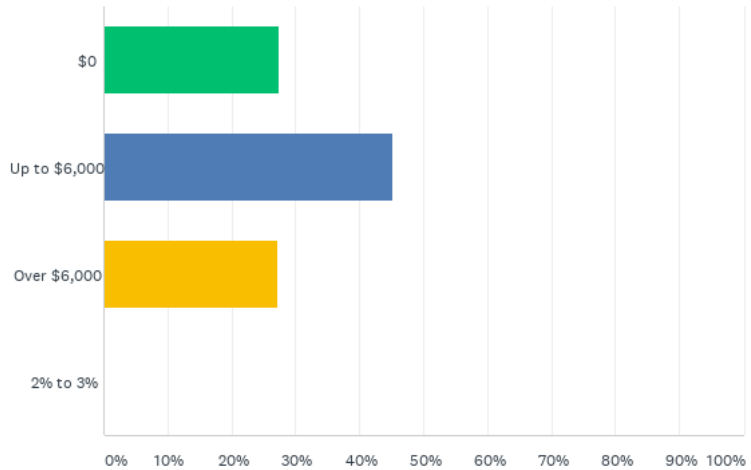
From those community members living within rural Deschutes County, 27.5 percent stated they would not expend any additional money, 45.3 percent stated they would expend up to \$6,000, and the remaining 27.3 percent of respondents stated they would expend more than \$6,000.

Q5 If building a new home of approximately 2,400 square feet, how much would you be willing to add to the construction cost to incorporate measures that may reduce the risk of wildfire damage to your home?



All County Residents

Q5 If building a new home of approximately 2,400 square feet, how much would you be willing to add to the construction cost to incorporate measures that may reduce the risk of wildfire damage to your home?



Rural County Residents

Statistically Valid Survey

Deschutes County employed the services of Nelson Research, Inc. to conduct a statistically valid phone survey to gauge the public's perception of wildfire threat to homes in the County, requiring certain fire-resistant materials (siding, decking, ventilation) when constructing new homes in the Wildfire Hazard Zone, and expanding defensible space for existing and new development in rural Deschutes County.

The survey was carried out between December 1 and December 4, 2020. A total of 383 respondents were interviewed during that time. As stated previously, to account for the primary community who would be effected by these proposals, the sampling for this survey was heavily weighted in the rural areas of the County (75 percent rural, 25 percent urban). Due to the significant weighting, the survey results are not necessarily representative of the community at large, but they are representative of those living in rural Deschutes County.

The questions posed through the survey process were as follows:

- 1) In Deschutes County, wildfires have significantly increased over the last 40 years. Deschutes County is currently considering measures to help reduce the risk of catastrophic damage to homes in high risk areas in the County. These homes are located in what is called the Wildfire Hazard Zone.

On a scale of one to four with "1" representing VERY VULNERABLE and "4" representing "NOT VULNERABLE AT ALL," please tell me how vulnerable you believe your home is to wildfire?

- 2) Deschutes County currently requires fire-resistant roofing materials only. The County is considering a proposal to require certain fire-resistant materials (siding, decking, ventilation) when constructing a new home in the Wildfire Hazard Zone. This requirement would increase the cost of building a new 2,400-square-foot home by approximately \$5,000-\$6,000 including labor costs and materials.

Would you FAVOR or OPPOSE the County enacting these requirements for new construction?

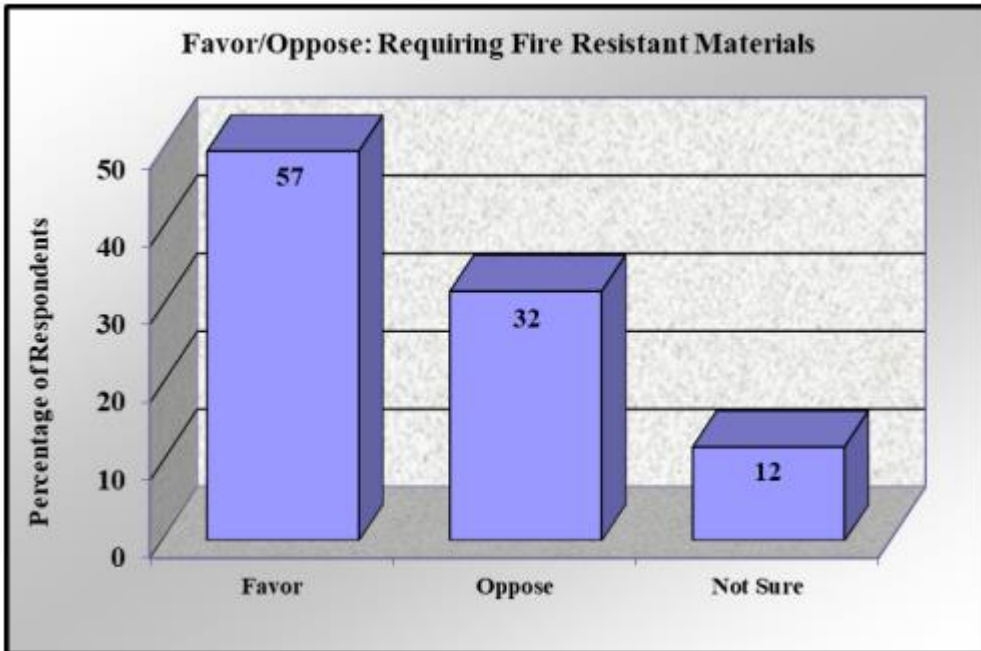
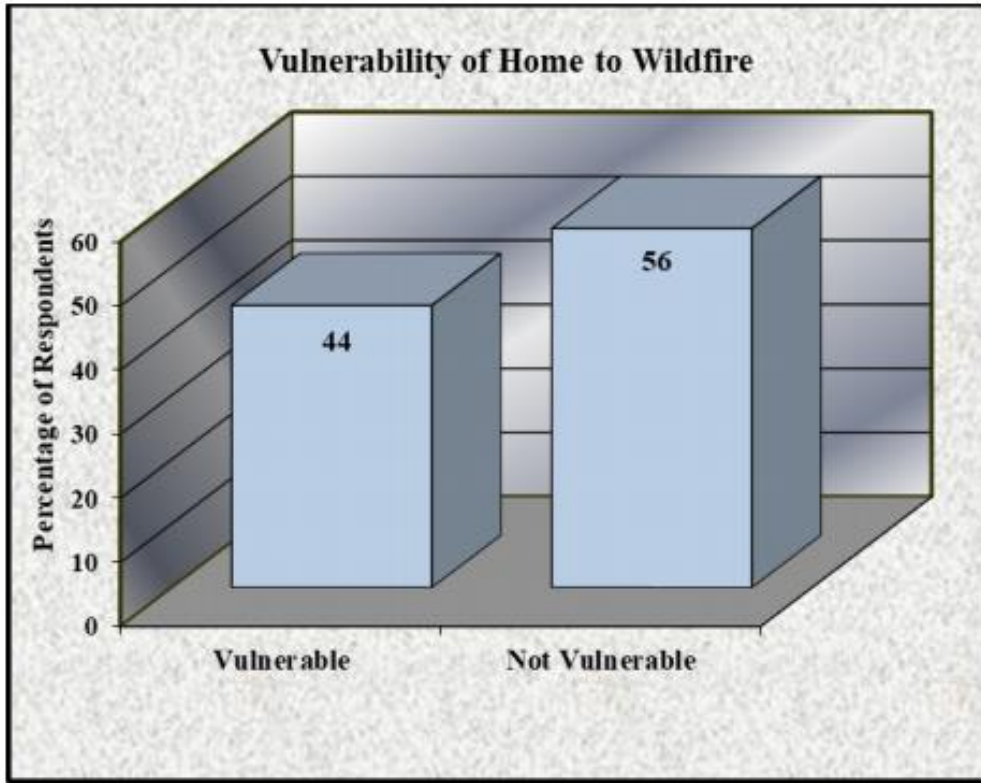
- 3) If you had to choose, where would you prefer the County require additional fire-resistant materials ~ in the EXISTING Wildfire Hazard Zone which includes ALL OF RURAL DESCHUTES COUNTY, or reduce the Wildfire Hazard Zone to include FOREST AND RURAL RESIDENTIAL ZONES ONLY, or do you OPPOSE requiring fire-resistant materials in Wildfire Hazard Zones altogether?
- 4) Currently, Deschutes County requires Defensible Space in Forest Use Zones. Defensible space is an area around a building where vegetation, debris and other

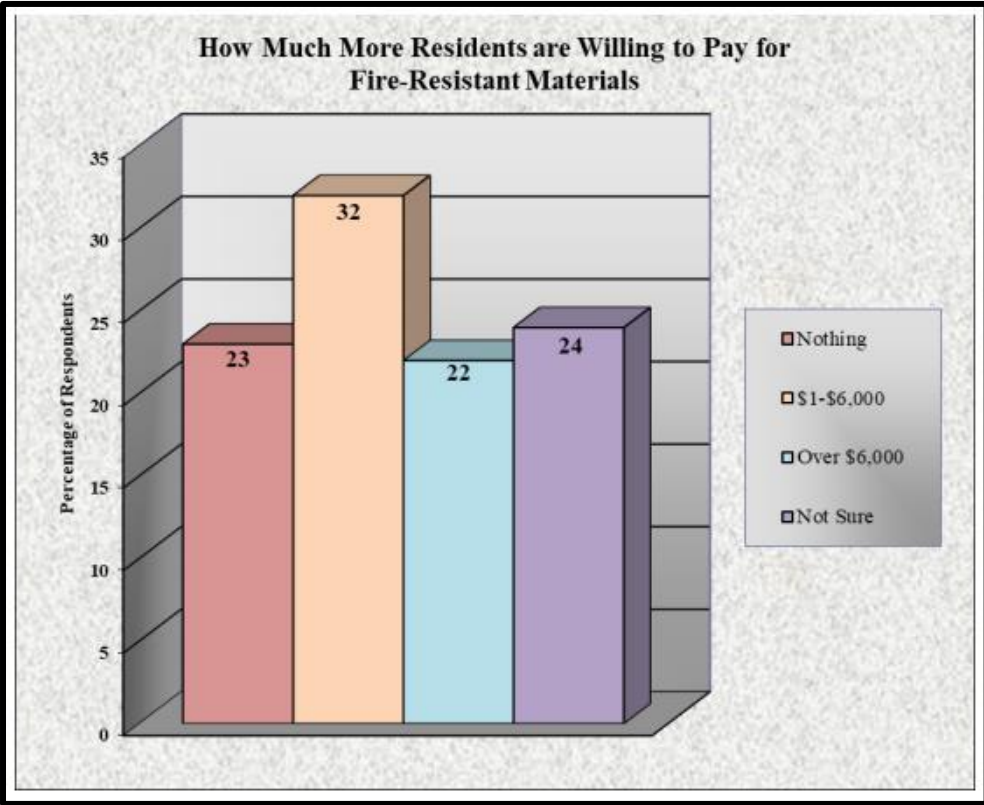
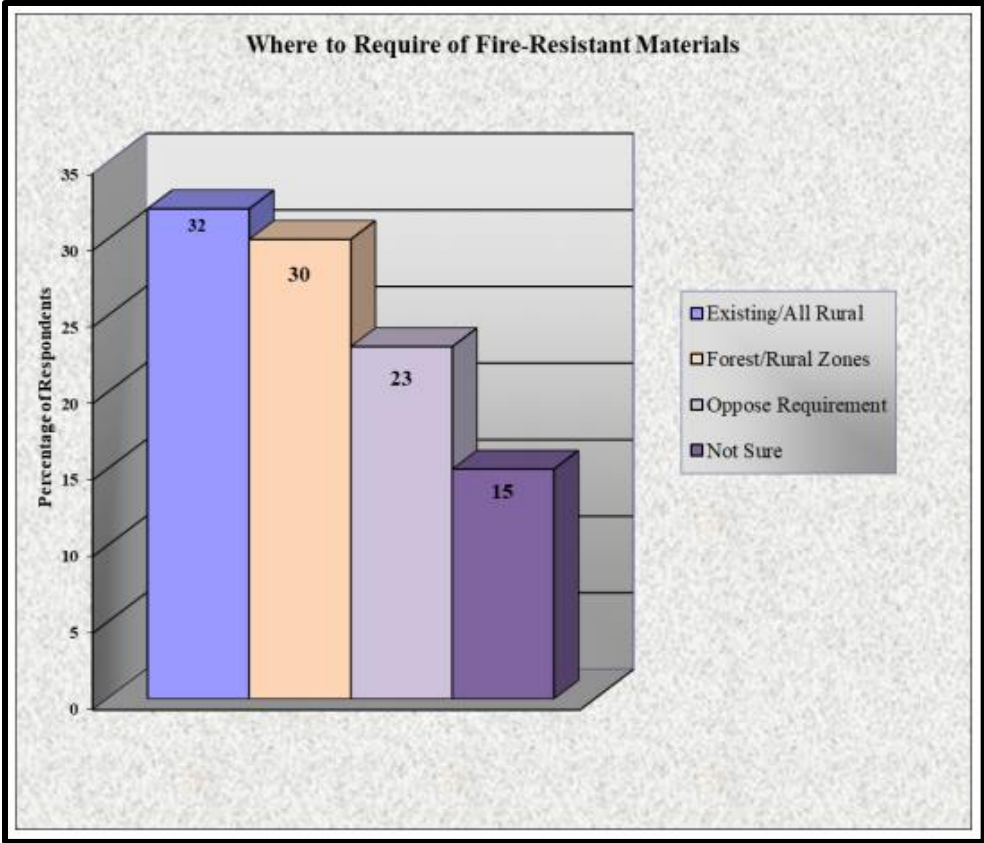
types of combustible materials have been treated or cleared to slow the spread of fire to and from the building. Do you FAVOR or OPPOSE expanding these requirements so residents would need to create defensible spaces around their home for existing and new development in rural Deschutes County?

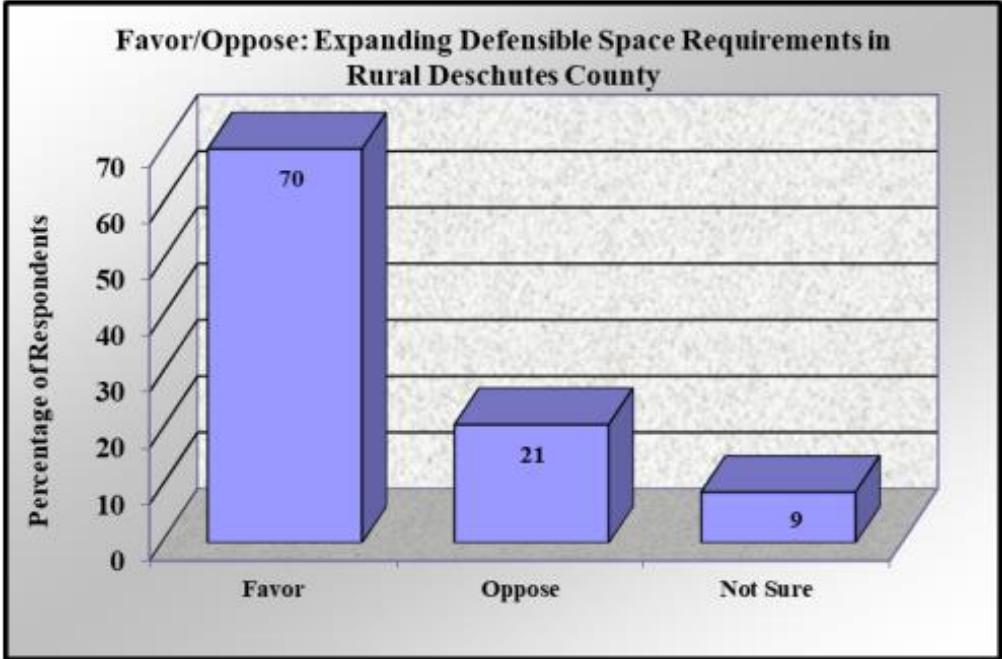
The following trends and conclusions were provided in the executive summary prepared by Nelson Research:

- 1) **Vulnerability:** Well over half of respondents do not believe their home is vulnerable to wildfire; however, nearly half of rural residents (47 percent) believe their homes are vulnerable. A large majority of older residents 45-59 years old (61 percent) and 60+ years old (57 percent) do not believe their homes are vulnerable to wildfire.
- 2) **Fire-resistant building materials:** Well over half of respondents favor a proposal that would require certain fire-resistant materials (siding, decking, ventilation) when constructing a new home in the Wildfire Hazard Zone. It is important to note that a majority of respondents in nearly every demographic group (including rural areas) favor this proposal.
- 3) **Wildfire Hazard Zone:** Respondents are nearly split with slightly less than one-third that prefer fire-resistant materials be required in the existing Wildfire Hazard Zone which includes all of rural Deschutes County, and slightly fewer that prefer to reduce the Wildfire Hazard Zone to include forest and rural residential zones only. It appears that slightly more rural residents prefer enacting these requirements on all of rural Deschutes County (32 percent), over reducing the Wildfire Hazard Zone (30 percent). Additional education and communication about why this is a necessary option (enacting the requirement in the existing Wildfire Hazard Zone) could significantly increase support, should the County choose to move forward with implementation.
- 4) **Cost:** Slightly less than one-third of respondents would be willing to pay between \$1 and \$6,000 more to build a new home with fire-resistant materials in Wildfire Hazard Zones. However, it is important to note that when accounting for those who would be willing to expend more than \$6,000, a majority of respondents say they would be willing to pay more for these fire-resistant materials, including those currently living in rural areas of the County. These numbers are consistent with the number of respondents that favor requiring fire-resistant materials.
- 5) **Defensible Space:** A very large number of respondents favor expanding Defensible Space requirements so new and existing residents living in rural Deschutes County would need to create an area around their homes where vegetation, debris and other types of combustible materials have been treated or cleared to slow the spread of wildfire. It is significant that a large majority of respondents in every demographic group support this proposal.

The following pages illustrate the range of responses across the various questions from the statistically valid survey:







Based on the summary above, both proposals appear to have widespread community support in nearly every demographic group. There are some discrepancies between the online survey and the phone survey administered by Nelson Research. The primary differences related to where additional building standards should be applied (the Wildfire Hazard Zone) and how much additional money residents would be willing to spend to implement new standards. There was slightly less support among phone survey respondents for preserving the existing Wildfire Hazard Zone and for expending any additional resources to implement new standards. However, even when accounting for those divergences, a majority of residents across both surveys were supportive of including additional building requirements in at least some areas of the County and a majority of residents were willing to expend at least some additional resources to implement the additional standards.

Additionally, despite the similarity of the questions, it is interesting to note the difference in perception of wildfire risk between the Nelson Research survey and the County produced survey. It is not entirely clear what accounts for this specific discrepancy. However, it may be that the StoryMap and associated wildfire history information leading into the County survey provided a more grounded education concerning wildfire risk in Deschutes County, rather than simply relying on personal anecdotes and observations. If this is the case, it would seem to support Nelson Research's conclusion that additional communication and education may have a significant effect on community support for either of these proposals.

Virtual Open Houses

Due to the public gathering restrictions in place from the COVID-19 pandemic, the County was unable to host any in-person meetings regarding wildfire mitigation. To account for these challenges, County planning staff facilitated a series of virtual open houses in conjunction with the Deschutes County Planning Commission, staff members from the Deschutes County Building Department, the Fire Adapted Communities Coordinator Boone Zimmerlee, and the Deschutes County Forester Ed Keith. The open house events occurred on November 19¹¹ and December 20¹², 2020.

The purpose of the open houses was to give the public and the Deschutes County Planning Commission an opportunity to ask County staff and fire protection experts additional questions concerning the proposed wildfire mitigation measures. These sessions were intended to introduce community members to the StoryMap feature and associated survey, while also allowing for more clarification and inquiry into details which may not have been captured by the other outreach features.

The open house sessions were conducted via Zoom web-meeting platform and each was simultaneously streamed and recorded via Facebook Live through the County's social media account. Participants were encouraged to submit questions through either of these channels, with corresponding answers provided in real time by facilitators and presenters. As of January 12, 2020, the recorded November 19 event has been viewed a total of 626 times and the recorded December 3 event has been viewed a total of 445 times.

These open house events covered a wide range of topics, including the following major themes that appeared during both open house sessions:

- How defensible space standards will be monitored and enforced if implemented
- How the new building code requirements would apply to additions or replacements of existing development
- How defensible space standards would be balanced against various other land use goals such as wildlife habitat preservation
- How the new building code requirements differ from the standards that are in place presently
- Whether similar code provisions have been adopted in other Oregon jurisdictions

¹¹ <https://www.facebook.com/Deschutes.County/videos/wildfire-mitigation-open-house/380763246530718/>

¹² <https://www.facebook.com/Deschutes.County/videos/wildfire-mitigation-open-house/387548885807657/>

- Whether the new building code requirements can be modified beyond what was adopted by the State Building Codes Division
- Whether the County will provide additional resources for property owners to establish the defensible space standards should they be adopted
- How the County intends to navigate challenges such as absentee landlords and second-home owners in implementing the proposed code changes
- How the defensible space standards will be implemented on properties with limited space/development area

The full list of community member questions and answers during the open house meetings has been included as an appendix to this report.

General Public Comments

In addition to the data gathered through survey outreach and both virtual open houses, the County has received over 30 public comments from private citizens, professional organizations, and advocacy groups concerning the proposed wildfire mitigation code amendments.

In particular, the County has received comments from numerous fire protection agencies throughout the region including the Alfalfa Fire Protection District, the La Pine Rural Fire Protection District, the Sunriver Fire Protection District, Bend Fire and Rescue, the Sisters-Camp Sherman Rural Fire Protection District, and the Cloverdale Rural Fire Protection District. The agencies were unanimous in their support for the proposed wildfire mitigation code amendments and strongly pressed the County to adopt them into the current land use and building safety programs.

A full copy of the public comments has been included as an appendix to this report.

SECTION 3: CONCLUSION

Based on the outreach undertaken by the County and described above, it appears that a majority of residents within Deschutes County are generally supportive of greater building code and defensible space requirements to mitigate wildland fire impacts to the community. Of course, there are numerous technical and pragmatic questions regarding how these standards would be implemented on a case-by-case basis and these items would need to be addressed in greater detail when considering next steps. However, the common theme appears to be that Deschutes County residents are acutely aware of the risk posed by wildfire

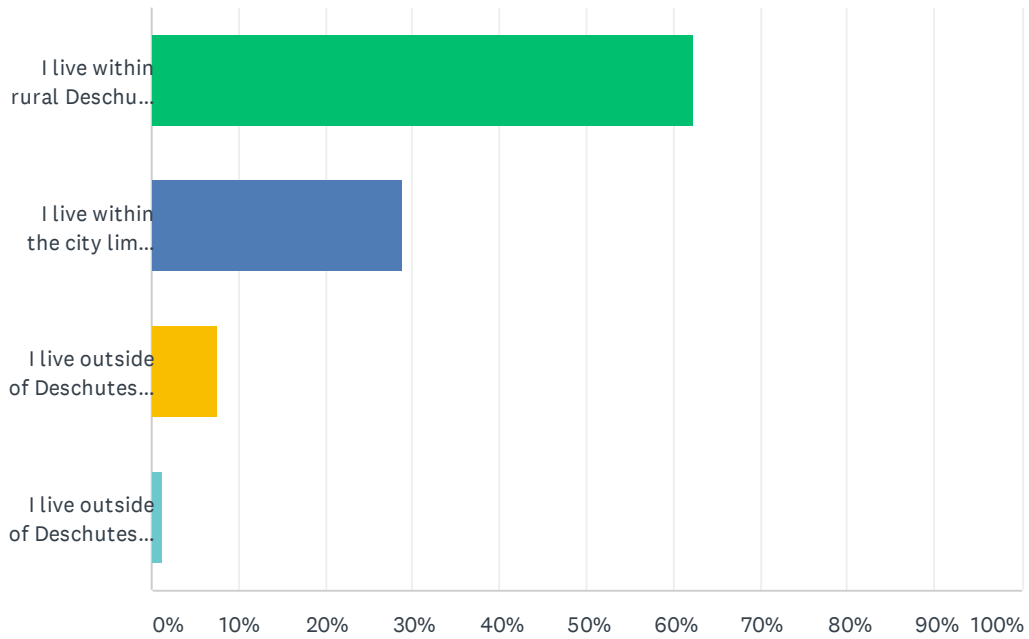
to their communities and would like to see proactive measures be put in place to reduce those risks.

Appendix

Deschutes County Survey Summary

Q1 Are you a resident living within Deschutes County?

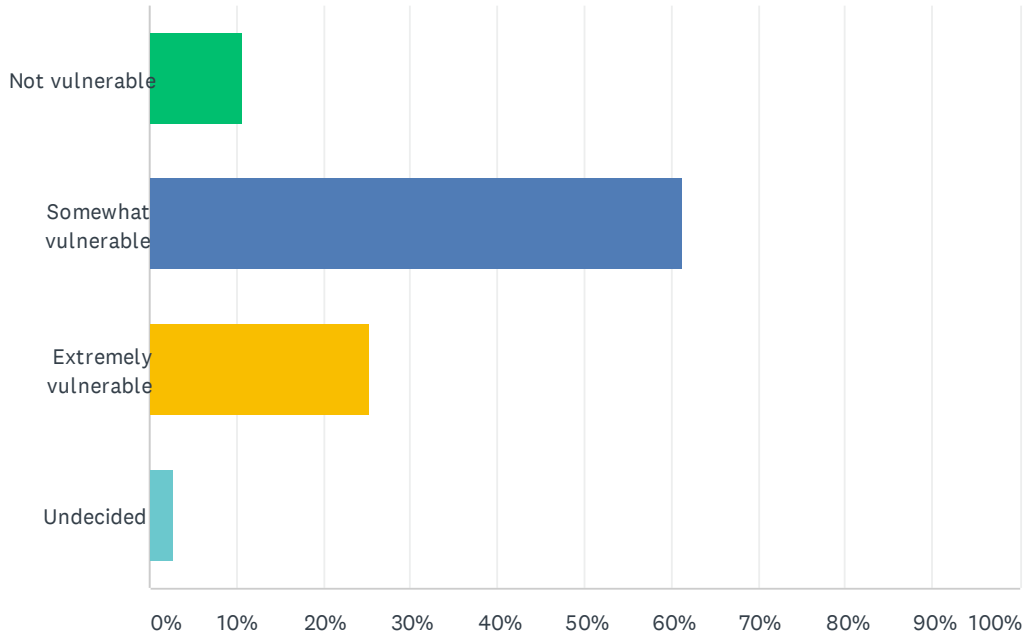
Answered: 799 Skipped: 2



ANSWER CHOICES	RESPONSES	
I live within rural Deschutes County, outside of a city.	62.33%	498
I live within the city limits of Bend, Redmond, Sisters or La Pine.	28.79%	230
I live outside of Deschutes County but own property within Deschutes County.	7.63%	61
I live outside of Deschutes County and do not own property in the area.	1.25%	10
TOTAL		799

Q2 How vulnerable is your home to wildfire?

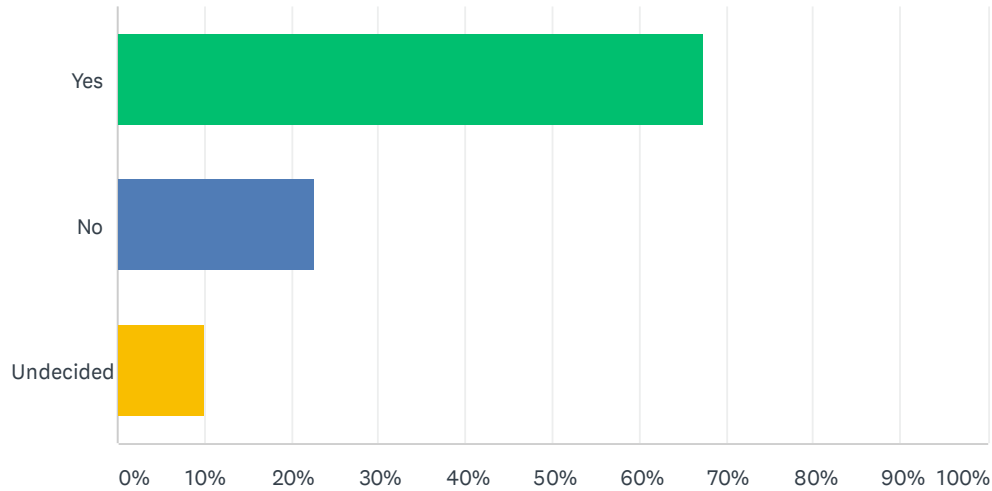
Answered: 801 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not vulnerable	10.61%	85
Somewhat vulnerable	61.30%	491
Extremely vulnerable	25.34%	203
Undecided	2.75%	22
TOTAL		801

Q3 The county's current Wildfire Hazard Zone only requires fire-resistant roofing materials. Do you support additional building codes which would require certain fire-resistant materials (siding, decking, ventilation) when constructing a new home in rural Deschutes County?

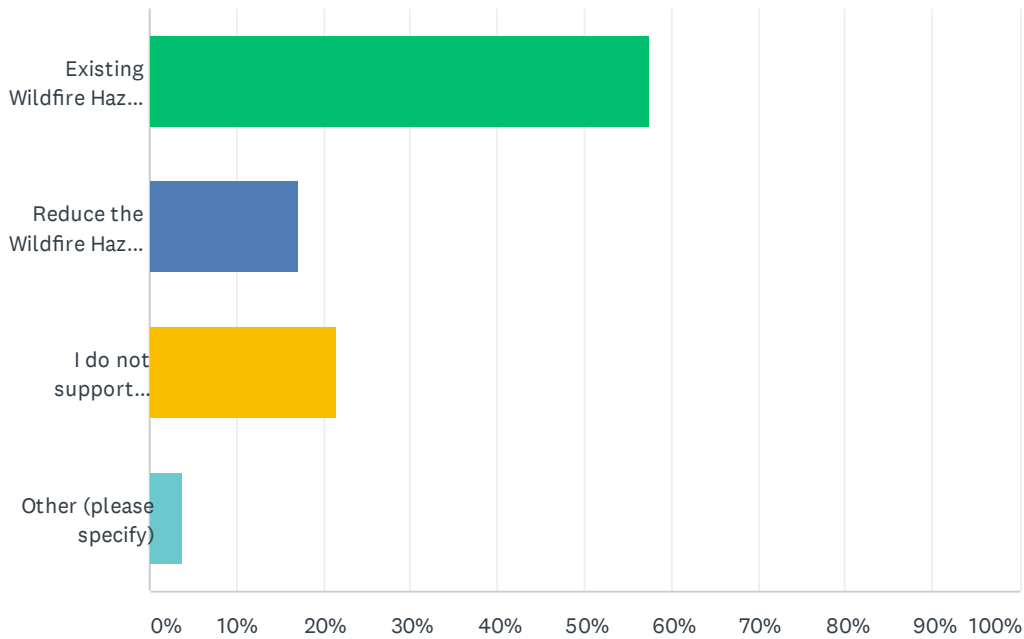
Answered: 798 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes	67.29%	537
No	22.68%	181
Undecided	10.03%	80
TOTAL		798

Q4 If Deschutes County requires additional fire-resistant materials for new homes, where in rural Deschutes County should they apply?

Answered: 790 Skipped: 11



ANSWER CHOICES	RESPONSES	
Existing Wildfire Hazard Zone (entire rural county)	57.47%	454
Reduce the Wildfire Hazard Zone to include only Forest (F1 & F2) and Rural Residential (RR10) zoning	17.22%	136
I do not support requiring additional fire-resistant materials	21.52%	170
Other (please specify)	3.80%	30
TOTAL		790

Deschutes County Wildfire Hazard Mitigation Survey

07/14/2021 Item #10.

#	OTHER (PLEASE SPECIFY)	DATE
1	Require in F1 and F2, strongly recommend in the whole county	12/13/2020 5:15 PM
2	All new construction -- both rural and city limits -- within Deschutes County	12/7/2020 5:11 PM
3	???	12/7/2020 4:35 PM
4	The entire county is at risk (including inside city limits.) If anyone thinks the city is not at risk, they should probably talk to residents of Talent and Phoenix to get their take on wildfire.	12/6/2020 11:12 PM
5	unfair to target rural areas. All homes in the county should be effected.	12/5/2020 7:16 PM
6	The entire County. Sadly, Deschutes Cnty has grown and continues to grow too rapidly. Why band aid this issue? Plan for the future, and do it right; make this applicable in the ENTIRE County.	12/5/2020 8:47 AM
7	I would leave existing requirements as is, but add new requirements to F1, F2, RR10.	12/3/2020 5:14 PM
8	Utilize higher resolution modelling to determine risk. Consider ember travel beyond fuel beds	11/27/2020 3:23 PM
9	Anywhere that has many pine trees	11/26/2020 9:25 AM
10	Use F1 & F2 and RR10 as a starting point, but modify based on a landscape wildfire risk assessment.	11/23/2020 10:08 AM
11	would not want this to apply to replacements on existing homes anywhere	11/18/2020 11:26 AM
12	I support requiring large housing developments to use all fire resistant materials, but not individuals who want to build a home outside of a development.	11/16/2020 2:43 PM
13	Everywhere in the County not just unincorporated. All Cities.	11/14/2020 6:43 AM
14	I would prefer an expert to do the math on cost of upgrades vs saving/rebuilding and projected risk per home in each zone.	11/12/2020 12:47 AM
15	Only require it where it is truly needed. I don't know if any of the above options meet that. May require a new map.	11/9/2020 7:54 AM
16	Extreme High Risk WUI - but the answer is not building code but development code/pattern	11/8/2020 3:17 PM
17	All new construction within the county - INCLUDING cities.	11/6/2020 10:37 AM
18	Please explain (again?) F1, F2 and RR10 zoning	11/5/2020 2:28 PM
19	I don't believe the new codes and requirements should apply only to Uralic new construction. Where we have wildfires the homes are typically areas out in Uralic areas. I believe especially with all the fires in past and this last year has shown, wildfires can happen both in Uralic and urban areas where the density of homes and buildings. With wind driven wildfire like we had a few months ago everyone is susceptible. With that said, I don't believe it is fair that the new codes and requirements be applied to just rural new homes or or remodels so the the City of Bend is exempt making the rural communities only pay these new construction fees. The City of Bend is building more and more homes and this new proposal would exclude home owners and contractors to pay. I believe if these code and restrictions should apply to all of Deschutes County be it living in Urban or Rural. Share the cost across the board.	11/3/2020 8:57 AM
20	there may be areas in the RR10 zones that should not be included, F1 and F2 seem appropriate.	11/2/2020 10:46 AM
21	F1, F2, RR10 and resort zones such as Sunriver and Black Butte Ranch. And any limited portions other zones that are within a stipulated distance from a F1 & F2 zone. For example the south end of Sisters is zoned R but borders national forest	10/30/2020 11:01 AM
22	I am undecided on this. There are already a lot of homes in the Three Rivers area and I think the concern is to enforce a defensible space for existing homes. The Three Rivers area has a lot of people living in trailers and leaving the lot with trash and clutter. I say start at where the issue lies now. Even, if you require new homes to have a fire-resistant material. This doesn't really make us any safer, with other homes out of compliance.	10/29/2020 4:21 PM
23	Let the homeowner decide if they want additional fire-resistant material, and future owners can decide if they want to choose to purchase only homes with additional fire resistant materials	10/28/2020 9:27 AM

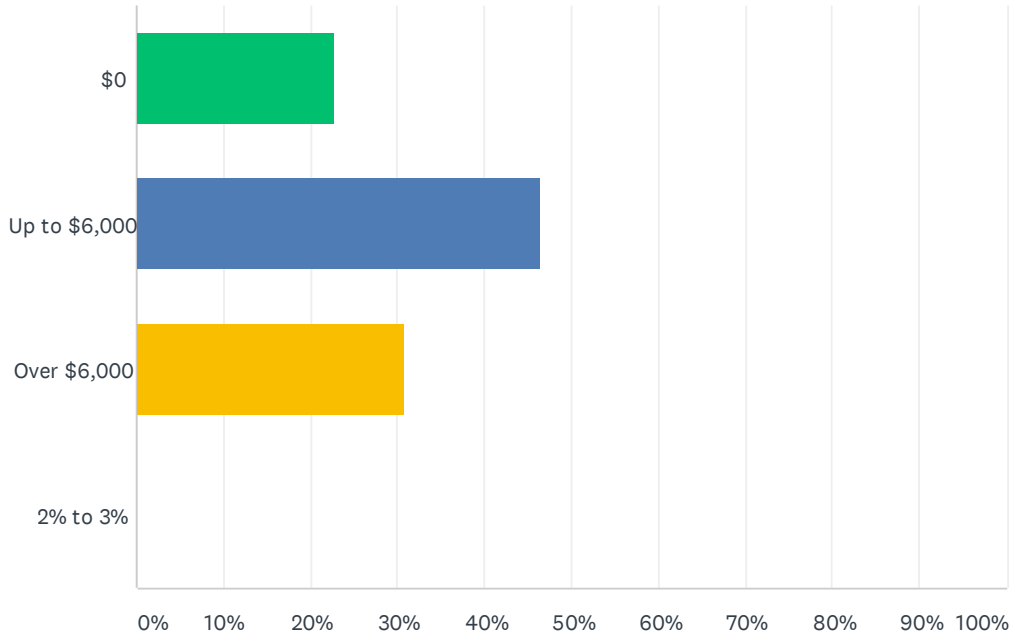
Deschutes County Wildfire Hazard Mitigation Survey

07/14/2021 Item #10.

24	Entire county not just outside city but city as well	10/27/2020 7:29 PM
25	Both in the existing wildfire hazard zone and I'd like to see a collaborative effort for the City Governments to adopt a similar code/policy	10/27/2020 2:09 PM
26	All houses in the county. Embers can travel miles and don't care about UGBs.	10/27/2020 12:18 PM
27	There should be no new development allowed in the Wildfire Hazard Zone (yes I realize that is the entire rural county)	10/27/2020 11:01 AM
28	Local and county government should offer significant property tax credits to property owners who voluntarily create defensible space. Additionally, metropolitan Bend should encourage low density development bordered by agricultural fields and pastures, golf courses, sports fields, and pasture parks developed voluntarily by citizens.	10/26/2020 10:30 PM
29	All areas. Fire is random with what was shown in talent/Phoenix Oregon. Commercial structures where lost due to extreme weather and available fuels. Preparations on all structure construction as well as fire resistant barriers.	10/26/2020 9:02 PM
30	Everywhere - wildfire can be unpredictable, it'd be great to have as many protection measures in place as possible.	10/23/2020 8:53 AM

Q5 If building a new home of approximately 2,400 square feet, how much would you be willing to add to the construction cost to incorporate measures that may reduce the risk of wildfire damage to your home?

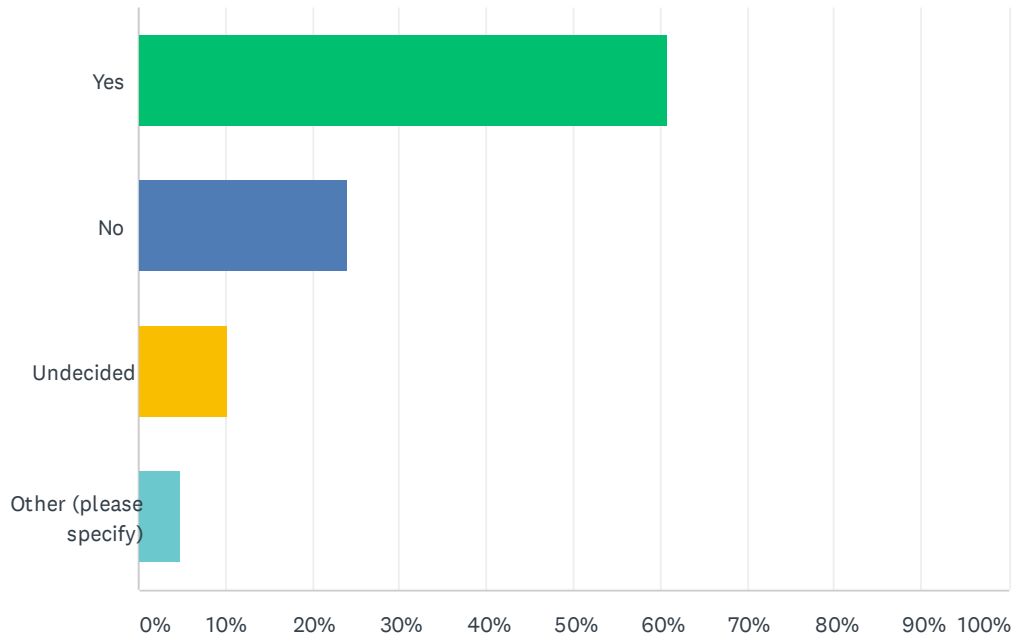
Answered: 797 Skipped: 4



ANSWER CHOICES	RESPONSES
\$0	22.84% 182
Up to \$6,000	46.42% 370
Over \$6,000	30.74% 245
2% to 3%	0.00% 0
TOTAL	797

Q6 Defensible space is required in Forest Use zones. Do you support Deschutes County expanding these requirements to all existing and new development in the rural county?

Answered: 800 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	60.88%	487
No	24.13%	193
Undecided	10.25%	82
Other (please specify)	4.75%	38
TOTAL		800

Deschutes County Wildfire Hazard Mitigation Survey

07/14/2021 Item #10.

#	OTHER (PLEASE SPECIFY)	DATE
1	only new	12/21/2020 5:59 PM
2	This should apply to areas within the City that are also vulnerable and not just rural areas. It should also apply to remodeling.	12/7/2020 2:24 PM
3	Yes defensible space is absolutely needed but a 200 ft requirement should be considered. As the urban area pushes out further into the wildland this would be provide a better defensive area for firefighting operations. As a retired firefighter from a urban wildland area this required space truly allowed us the chance to save more homes during firefighting.	12/7/2020 12:31 PM
4	Expand to new development, consider requirements for undeveloped areas and their boundaries against developments	12/7/2020 9:32 AM
5	Yes. But not 100 foot of space. That'd basically leave me with zero trees between my property and the neighbors.	12/6/2020 11:12 PM
6	Redmond has more BLM land around us. Fire breaks and people keeping their yards fire safe is important.	12/5/2020 8:20 AM
7	We need more wildlife friendly 'defensible space' rules that better consider long term impacts on habitat rather than just clearing areas.	12/5/2020 6:13 AM
8	The fire retardants often use chemicals detrimental to water quality, human health and wildlife - and alternatives are often regrettable (think pfas/pfoa), so please analyze from multiple perspectives. I live in Sundance subdivision near Horse Butte. We have one way in and one way out...I would urge the County to consider retrofits to ensure multiple ways to leave an area in case of wildfire. The CCRs in terms of number of buildings are not being held to either so there are more livestock and people that would need to leave quickly out the one road. Outreach to federal agencies for a second way out by means of a fire road have not been successful despite easements. Also there are not hydrants out here. As a county, I would focus on ensuring multiple routes of escape, hydrants and adequate water supplies; and because a lot fo fires start with sparks in the gutters/under eaves per your fire free experts improved options there. Then continue education on fire free products etc. but the analysis should include all the environmental and health risks/impacts.	12/4/2020 12:36 PM
9	Firewood storage exempted. Where will we keep the firewood? Almost everyone in our neighborhood has a pile near the house. Lots are not big enough to move firewood away 100' older subdivision with 1/2 acre lots.	12/4/2020 9:16 AM
10	My opinions are based upon repeated trips through the infamous Carr wildfire on the edge of Redding, CA. The devastation is unimaginable, but those risk are on our doorsteps today.	12/4/2020 7:37 AM
11	New developments need buffer zones between the development and the forest. The Tree Farm has a park area on the east side of the development and it should be on the west side next to Shevlin Park. We need better development planning for fires. Brooks Resources should be doing this for their new development along Skyliner Road as well!	12/4/2020 2:14 AM
12	In Sisters, many in-city homes border on NFS. Of the 100' defensible space, perhaps only 20 feet of backyard is private property within city limits. NFS refuses to let homeowners modify their property. What good is 20' of defensible space when NFS won't deal with their 80'? Your regulations must take this into account.	12/3/2020 4:30 PM
13	For existing property, it should be up to the property owner to assume increased fire risk if not implemented. Many may not be able to afford upgrades which is also a reason many live outside the cities.	12/3/2020 10:53 AM
14	I endorse all these measures on the condition that fire insurance premium reductions are commensurate with the calculated efficacy of these measures.	12/3/2020 10:18 AM
15	Yes ... but some flexibility is needed based on an on-site review. For example, if trees are spaced and limbs pruned appropriately they might be OK within the 100' zone. And stacked firewood could be allowed conveniently close to homes during winter/non-fire season but not allowed during fire season. If wildfire risk reduction measures are implemented there should be some flexibility in the guidelines .	11/23/2020 10:08 AM
16	Should be required in high-risk areas only. For example, areas east of Hamby Road are much lower risk than areas south of Knott Road.	11/18/2020 3:12 PM

Deschutes County Wildfire Hazard Mitigation Survey

07/14/2021 Item #10.

17	Yes, with assistance (\$ or otherwise) for existing development	11/14/2020 7:00 PM
18	Who would enforce? There appears to be no active enforcement of other zoning codes.	11/13/2020 5:12 PM
19	The requirements should include only areas of actual forest, they should not be "peanut-buttered" across the county without consideration for actual fire risk.	11/13/2020 1:45 PM
20	all depends on what would need to be done. I would not want to be required to cut down the trees adjoining my house	11/13/2020 1:38 PM
21	This seems like a question for experts. Does a rural home surrounded by dirt fields or lava fields have the same risk from fires and need to get rid of the tree and garden beds next to their house?	11/12/2020 12:47 AM
22	Expand it to where it makes sense, which is not necessarily all of the rural county.	11/9/2020 7:54 AM
23	The fire boundaries are vital for human safety but creating larger altered space in rural residential areas increases the human footprint in places that are vital for wildlife. Cutting bitterbrush and mowing sage is not the simple answer.	11/9/2020 5:19 AM
24	The proposal to require 100' of diminished vegetation vs the staged 50 and 100' criteria seems excessive	11/8/2020 3:17 PM
25	I do say Yes on above and also much less development needs to be allowed near all these forest areas!	11/7/2020 8:39 AM
26	I am not sure "required" for existing development but I agree with "highly recommended" for existing development. Is there some kind of incentive to give existing development if they comply with the new requirement?	11/5/2020 2:28 PM
27	Need more specific requirement from the County before I can answer this question.	11/3/2020 12:11 PM
28	I support defensible space but am concerned about requirements to remove excessive number of trees. Mature trees are not the same fire danger as other materials and I would not have to remove them if they were within 30 feet of my home as this would mean losing a significant number of healthy trees and make any remodel cost prohibitive.	11/2/2020 3:54 PM
29	Yes but have a waiver process for unforeseen circumstances	10/29/2020 11:18 PM
30	It depends on definition and extent of space. I.e., would I have to turn my yard into a desert or concrete slab?	10/29/2020 12:37 PM
31	Stop trying to legislate common sense	10/28/2020 8:12 AM
32	As long as it doesn't require clear cutting the trees, all for cutting under brush and low limbs	10/27/2020 11:03 AM
33	Better & more sensible forest management	10/27/2020 8:50 AM
34	Again, citizens who voluntarily create defensible space around their homes and other structures should be given a worthy property tax credit. Too much fuel is Oregon's problem! Citizens need to be rewarded for significantly eliminating volatile plant fuel on their private property. After all, for decades we have been encouraged to plant more trees and shrubs. Now it is time for us happily, voluntarily to create low density towns and cities with defensible space both inside and around the perimeters. And we will ! No wise person wants to see life and property unnecessarily lost in a preventable wildfire!	10/26/2020 10:30 PM
35	Any new construction would need a site evaluation. This would include site adjacent fuels available (vegetation/structures) to make a decision on needed for fire resistance materials/sprinkler systems.	10/26/2020 9:02 PM
36	I would like to know more about situations where existing lot size does not allow these dimensions	10/26/2020 4:32 PM
37	The cost of creating defensible space could impact some families significantly. I would support expanding and searching for grants to help offset costs for low/medium income families.	10/26/2020 3:10 PM
38	Yes, but thought must be given to providing help to those not able to do this on their own (i.e., elderly, physically impaired, etc).	10/26/2020 2:25 PM

Nelson Research, Inc. Survey Executive Summary



**DESCHUTES COUNTY WILDFIRE
SURVEY RESEARCH REPORT
EXECUTIVE SUMMARY
DECEMBER 6, 2020**

The following survey research report provides some valuable information regarding the public's perception of wildfire threat to homes in the county, as well as two proposals: 1) require certain fire-resistant materials (siding, decking, ventilation) when constructing new homes in the Wildfire Hazard Zone, and 2) expand Defensible Space for existing and new development in rural Deschutes County. This report should assist Deschutes County in its decision-making process regarding these proposals.

Throughout this executive summary, The Nelson Report identifies "key" demographics for many of the questions. Key demographics are those subgroups that respond at a higher percentage rate than the total sample for any given response. The key demographic groups for any given opinion are not necessarily the only subgroups in the survey who share that opinion; however, they are the ones that hold that opinion most strongly.

A total of 383 respondents were interviewed between December 1 and December 4, 2020. While the total number of respondents participating in this research reflects a +/-5.0% at the 95% level of confidence, the sampling has been heavily weighted in the rural areas of the county (75% rural, 25% urban). The reader must understand that due to the significant weighting, these results are not necessarily representative the community at large, but they **are** representative of those living in **rural** Deschutes County. In addition, it should be noted that a very small percentage of respondents participating in the survey, (3%), were in the 18-29 age group. This is likely due to the 75/25 split between rural and urban residents.

Furthermore, not all responses total 100%. This is not due any error, but because fractions of percentages have been rounded up or down. All responses not totaling 100% total 99% or 101%.

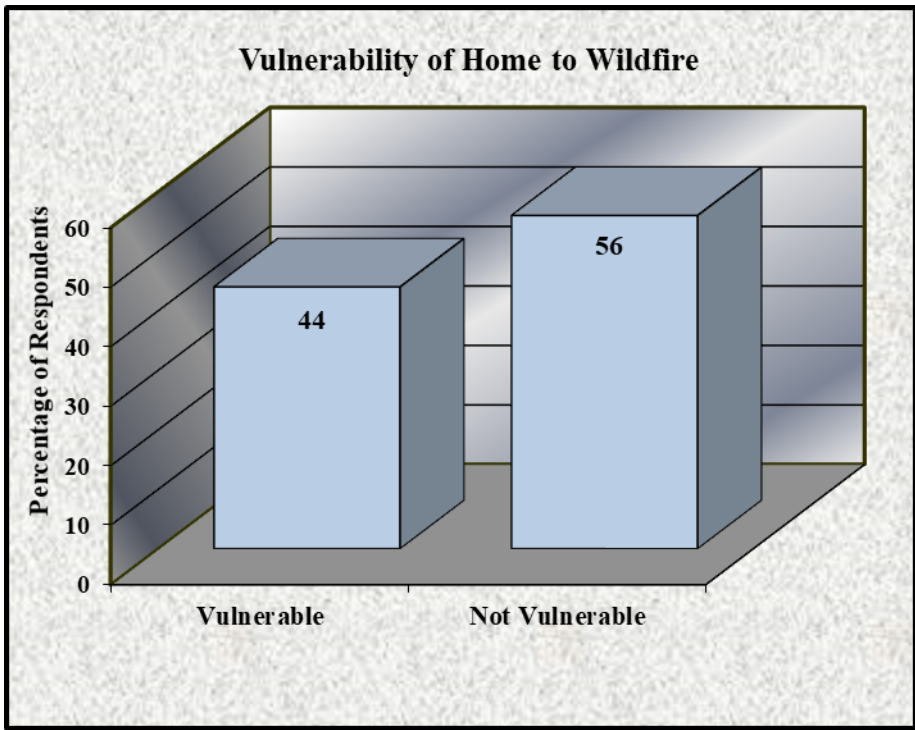
PERCEPTION OF WILDFIRE THREAT TO HOMES

Respondents were given the following information and question:

“In Deschutes County, wildfires have significantly increased over the last 40 years. Deschutes County is currently considering measures to help reduce the risk of catastrophic damage to homes in high risk areas in the county. These homes are located in what is called the Wildfire Hazard Zone.

On a scale of one to four with “1” representing VERY VULNERABLE and “4” representing “NOT VULNERABLE AT ALL,” please tell me how vulnerable you believe your home is to wildfire?”

Well over half of respondents, 56%, did **not** believe their home was vulnerable to wildfire (3-26%, 4-not vulnerable at all 30%), while 44% believed their home **was** vulnerable to wildfire (1-very vulnerable 17%, 2%-27%).



Key groups that did **not** believe their homes were vulnerable to wildfires were males (60%), other genders (100%), 45-59 years old (61%), 60+ years old (57%), 6-10 year residents (58%), over 10 year residents (57%), and urban (66%).

Key demographics that believed their homes **were** vulnerable to wildfires were females (48%), 18-29 years old (77%), 30-44 years old (50%), 0-5 year residents (55%), and rural (47%).

In a key cross tab, 54% of respondents that later **strongly favored** a proposal to require certain fire-resistant materials for new construction in the Wildfire Hazard Zone (21% of all respondents), **believed their homes were vulnerable** to wildfire.

In another special cross tab, 70% of respondents that **strongly opposed** a proposal to require certain fire-resistant materials for new construction in the Wildfire Hazard Zone (16% of all respondents) **did not believe** their homes were vulnerable to wildfire.

In yet another important cross tab, 46% of respondents that later **strongly favored** expanding Defensible Space requirements in rural Deschutes County (24% of all respondents) **believed their homes were vulnerable** to wildfire.

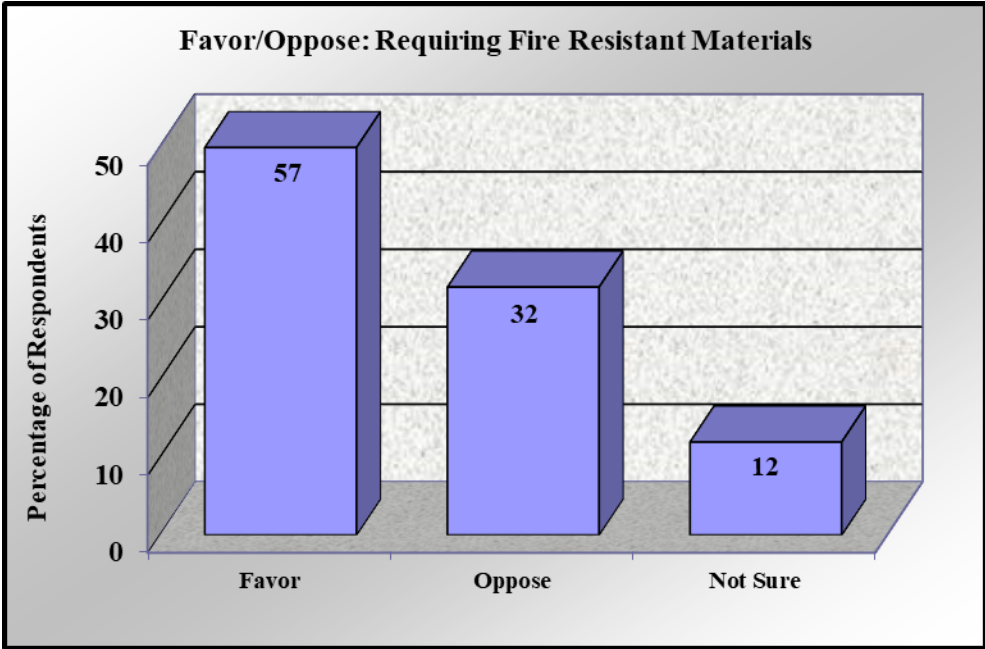
FAVOR/OPPOSE: REQUIRING CERTAIN FIRE-RESISTANT MATERIALS WHEN CONSTRUCTING A NEW HOME IN THE WILDFIRE HAZARD ZONE

Next, respondents were read the following information and question:

“Deschutes County currently requires fire-resistant roofing materials only. The county is considering a proposal to require certain fire-resistant materials (siding, decking, ventilation) when constructing a new home in the Wildfire Hazard Zone. This requirement would increase the cost of building a new 2,400 square foot home by approximately \$5,000-\$6,000 including labor costs and materials.

Would you FAVOR or OPPOSE the county enacting these requirements for new construction?”

Well over half of respondents, 57%, favored requiring certain fire-resistant materials when constructing a new home in the Wildfire Hazard Zone (strongly favor-39%, somewhat favor-18%), while 32% opposed the proposal (somewhat oppose-9%, strongly oppose-23%). Another 12% were not sure, as reflected in the following chart.



Key demographics that favored requiring certain fire-resistant materials when constructing a new home in Wildfire Hazard Zones were females (61%), 18-29 years old (77%), 60+ years old (61%), 0-5 year residents (68%), and rural (58%).

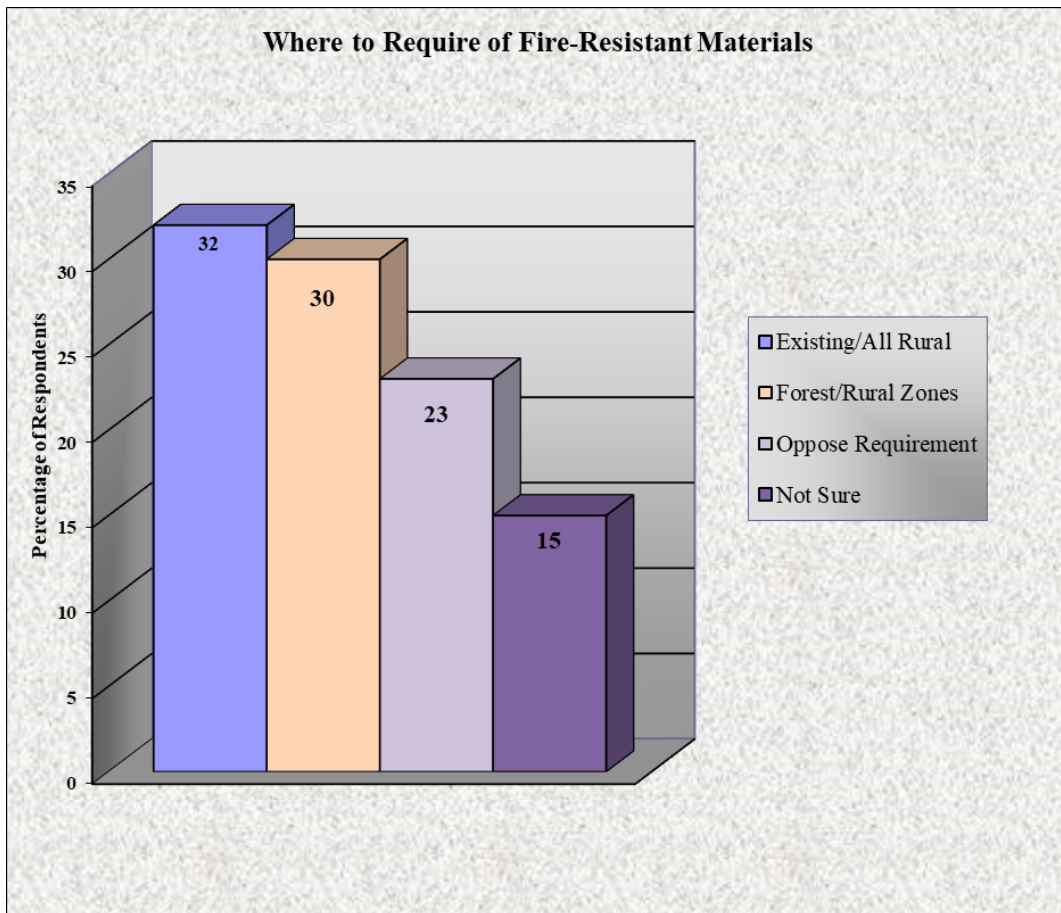
Key groups that opposed requiring certain fire-resistant materials when constructing a new home in Wildfire Hazard Zones were other genders (100%), males (34%), 45-59 years old (41%), over 10 year residents (34%), and urban (33%).

In a special cross tab, 72% of respondents that later **strongly favored** expanding Defensible Space requirements in rural Deschutes County (37% of all respondents) also **favored** certain fire-resistant materials for new construction in the Wildfire Hazard Zone.

Next, respondents were asked the following question:

If you had to choose, where would you prefer the county require additional fire-resistant materials ~ in the EXISTING Wildfire Hazard Zone which includes ALL OF RURAL DESCHUTES COUNTY, or reduce the Wildfire Hazard Zone to include FOREST AND RURAL RESIDENTIAL ZONES ONLY, or do you OPPOSE requiring fire-resistant materials in Wildfire Hazard Zones altogether?

Respondents were nearly split, with 32% that preferred requiring fire-resistant materials in the existing Wildfire Hazard Zone which includes all of rural Deschutes County, and 30% that preferred to reduce the Wildfire Hazard Zone to include forest and rural residential zones only. Another 23% opposed requiring fire-resistant materials altogether and 15% were not sure.



Key demographics that preferred a requirement for fire-resistant materials in the existing Wildfire Hazard Zone were females (34%), 18-29 years old (62%), residents of 6-10 years (35%), and residents of 0-5 years (33%).

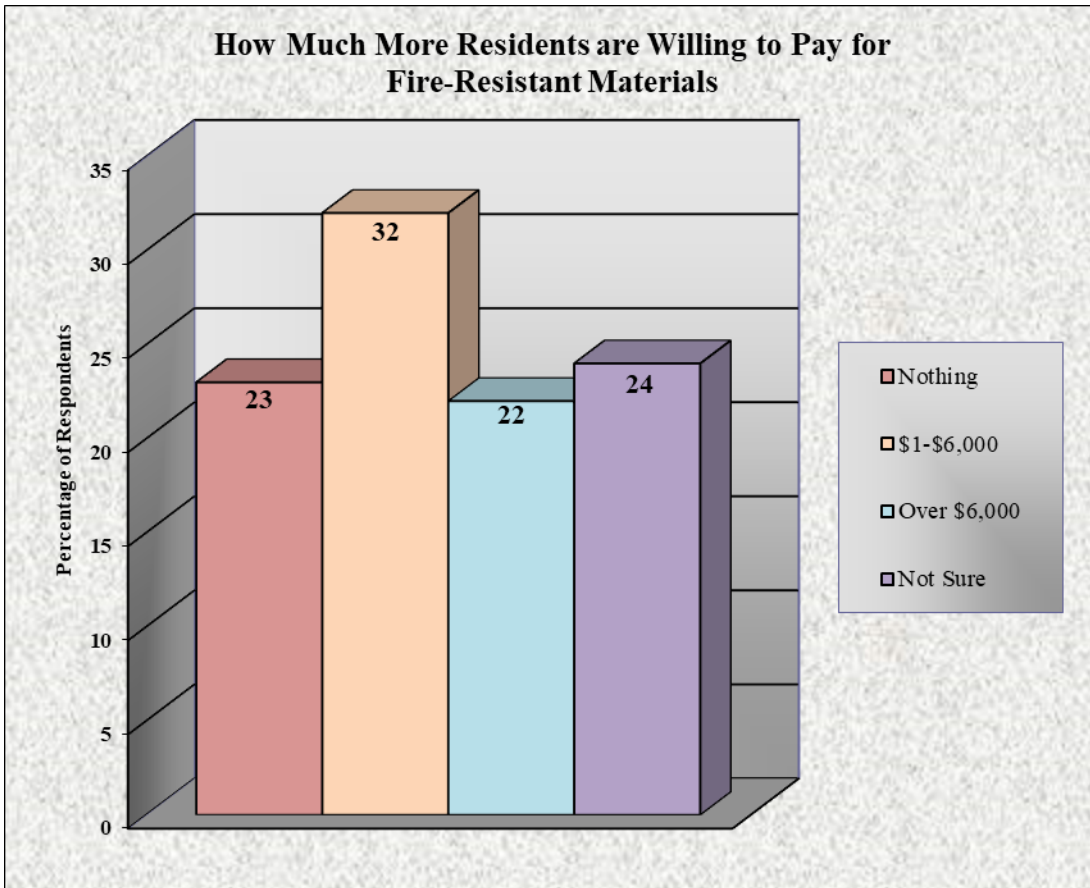
Key groups that preferred to reduce the Wildfire Hazard Zone to include forest and rural residential zone only were other genders (100%), males (33%), 60+ years old (34%), and residents of 0-5 years (33%).

Key demographics that opposed requiring fire-resistant materials in Wildfire Hazard Zones altogether were males (25%), 30-44 and 45-59 years old (30%), residents of over 10 years (26%), and urban (25%).

Next, respondents were asked how much more they were willing to pay to build a new home in Deschutes County to reduce the risk of wildfire damage to their home.

A slight plurality of respondents, 32%, were willing to pay \$1,000-\$6,000 more for a new home with fire-resistant materials, while 23% were **not** willing to pay anything more. Another 22% were willing to pay over \$6,000 and a relatively high 24% were not sure.

It is interesting to note that 54% of all respondents were willing to pay more for a new home using certain fire-resistant materials (\$1-\$6,000+). These numbers are consistent with the percentage of respondents that favor this requirement.



Key demographics willing to pay \$1-\$6,000 more were females (33%), 18-29 years old (46%), 0-5 year residents (40%), and rural (33%).

Key groups that were not willing to pay anything more were males (24%), 45-59 years old (33%), 30-44 years old (25%), over 10 year residents (26%), and rural (24%).

Key groups willing to pay over \$6,000 more were males (23%), 30-44 years old (27%), 0-5 year residents (26%), and urban (27%).

Key demographics that were not sure how much they would be willing to pay for fire-resistant materials were other genders (100%), 18-29 years old (39%), 60+ years old (27%), and 6-10 year residents (31%).

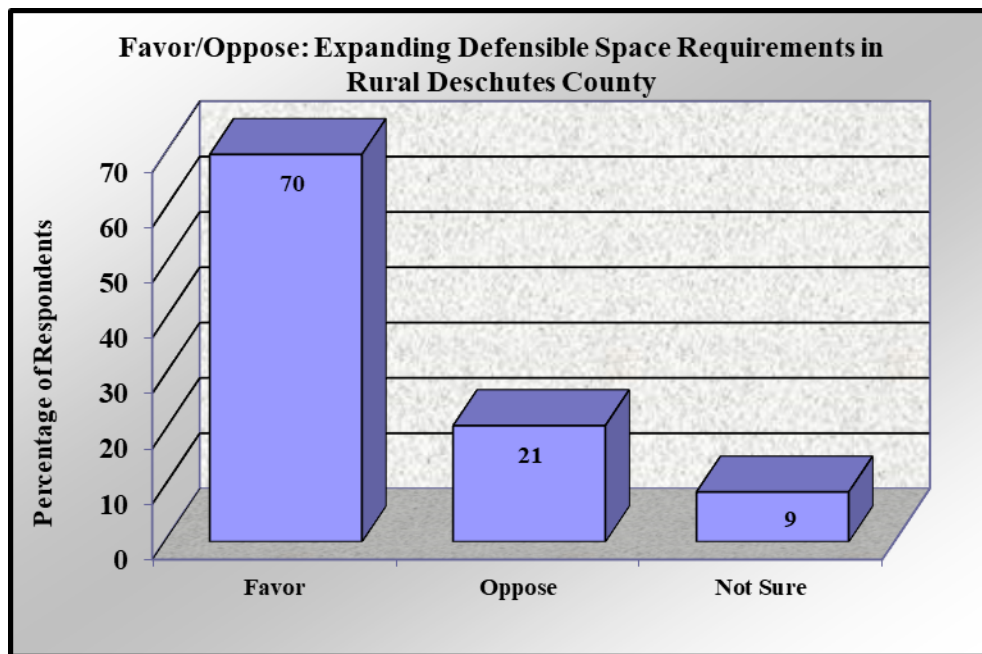
FAVOR/OPPOSE: EXPANDING DEFENSIBLE SPACE REQUIREMENTS IN RURAL DESCHUTES COUNTY

Next, respondents were given the following information and question:

“Currently, Deschutes County requires Defensible Space in Forest Use Zones. Defensible space is an area around a building where vegetation, debris and other types of combustible materials have been treated or cleared to slow the spread of fire to and from the building.

Do you FAVOR or OPPOSE expanding these requirements so residents would need to create defensible spaces around their home for existing and new development in rural Deschutes County?”

A very large percentage of respondents, 70%, favored expanding Defensible Space requirements so residents would have to create defensible spaces around their home for existing and new development in rural Deschutes County (strongly favor-52%, somewhat favor-18%), while 21% opposed the proposal (somewhat oppose-6%, strongly oppose-15%). A relatively high 9% were not sure.



Key demographics that favored expanding Defensible Space Requirements were females (74%), 18-29 years old (77%), 60+ years old (73%), residents of 6-10 years (73%), and urban (76%).

Key groups that opposed expanding Defensible Space Requirements were males (25%), other genders (100%), 30-44 and 45-59 years old (27%), over 10 year residents (23%), and rural (22%).

CONCLUSIONS

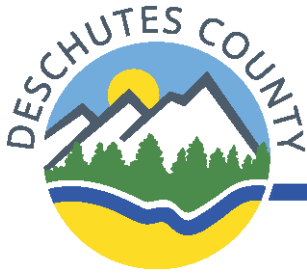
1. Well over half of respondents do not believe their home is vulnerable to wildfire; however, nearly half of rural residents, (47%), believe their homes *are* vulnerable. A large majority, of older residents 45-59 years old (61%) and 60+ years old (57%), do **not** believe their homes are vulnerable to wildfire.
2. Well over half of respondents favor a proposal that would require certain fire-resistant materials (siding, decking, ventilation) when constructing a new home in the Wildfire Hazard Zone. It is important to note that a majority of respondents in *nearly every* demographic group (including rural areas) favor this proposal.
3. Respondents are nearly split with slightly less than one-third that prefer fire-resistant materials be required in the **existing** Wildfire Hazard Zone which includes all of rural Deschutes County, and slightly fewer numbers that prefer to reduce the Wildfire Hazard Zone to include forest and rural residential zones only. It appears that slightly more rural residents prefer enacting these requirements on all of rural Deschutes County (32%), over reducing the Wildfire Hazard Zone (30%). Additional education and communication about why this is a necessary option (enacting the requirement in the existing Wildfire Hazard Zone) could significantly increase support, should the County choose to move forward with.
4. Slightly less than one-third of respondents would be willing to pay between \$1-\$6,000 more to build a new home with fire resistant materials in Wildfire Hazard Zones. It is important to note that a majority of respondents say they would be willing to pay more for these fire-resistant materials (\$1-\$6,000+), including those currently living in rural areas of the County. These numbers are consistent with the number of respondents that favor requiring fire-resistant materials.
5. A very large number of respondents favor expanding Defensible Space Requirements so new and existing residents living in rural Deschutes County would need to create an area around their homes where vegetation, debris and other types of combustible materials have been treated or cleared to slow the spread of wildfire. It is significant that a large majority of respondents in *every* demographic group support this proposal.

6. While most Deschutes County residents do not currently believe their homes are vulnerable to wildfire, a majority of respondents in nearly every demographic group favor a proposal to require certain fire-resistant materials on new construction. A slight plurality favor this requirement be enacted in **all** of rural Deschutes County. If the County chooses to enact this requirement in the existing Wildfire Hazard Zone, additional communication and education would likely increase community support for this option. In addition, a majority of respondents say they would be willing to pay more to build a home with fire-resistant materials (\$1-\$6,000+), including those currently living in rural areas of the County.

A strong majority of respondents in every demographic group favor a second proposal that would require new and existing residents living in rural Deschutes County to create an area around their homes where vegetation, debris and other types of combustible materials have been treated or cleared to slow the spread of fire.

Both proposals appear to have wide-spread community support in nearly every demographic group.

Virtual Open House Q&A Summaries



MEMORANDUM

TO: Deschutes County Planning Commission

FROM: Nick Lelack, AICP, Director
Peter Gutowsky, AICP, Planning Manager

DATE: November 12, 2020

SUBJECT: Wildfire Mitigation Open House

I. Wildfire Mitigation Open House

On November 19, 2020 at 6:00 p.m. the Community Development Department (CDD) is inviting residents and stakeholders to hear experts discuss wildfire mitigation measures and to share their own opinions and questions regarding the issue.¹ This is the first virtual open house hosted by the Planning Commission that will rely exclusively on Zoom, Facebook Live, and by phone. The second open house will be held on December 3, 2020.

Deschutes County is considering new building codes and land use regulations to protect communities from wildfire. Proposed changes could help make homes more fire resistant and require homeowners to create defensible space around their homes. Updating local building codes to make homes more fire resistant could increase the cost of new construction and some remodels due to new requirements for decks, siding, vents and other materials. The proposed rules would only apply to homes outside of city limits in unincorporated areas of Deschutes County.

III. Background

Deschutes County received an 18-month Department of Land Conservation and Development (DLCD) grant to—among other tasks—incorporate Wildfire Mitigation Advisory Committee (WMAC) recommendations into the Comprehensive Plan and development code.

Last year, the Board of County Commissioners (Board) discussed approaches to updating the Wildfire Hazard Zone (WHZ) / Map and potential building and land use standards to mitigate wildfire hazards and improve wildfire safety. Ultimately, the Board established a WMAC to provide

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recommendations.² The WMAC, which consisted of 12 voting members, held meetings from October 2019 to January 2020. A draft WMAC report was provided to the Board and the Planning Commission on February 13, 2020 and a final report on April 17, 2020.³

III. Online Survey

In addition to the discussions with staff at the open houses, CDD invites residents to provide their feedback through an online survey: www.deschutes.org/wildfiremitigationsurvey. The deadline to respond is December 22, 2020. Staff will share the results of the community's feedback to the Board in early 2021 and discuss how to proceed.

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COMMUNITY DEVELOPMENT

DESCHUTES COUNTY PLANNING COMMISSION WILDFIRE MITIGATION OPEN HOUSE

NOVEMBER 19, 2020, 6:00 PM

Questions and Answers

1. Is the town Redmond rural area or not?

The City of Redmond and its Urban Growth Boundary (UGB) are not included in this proposal. This proposal only applies to rural Deschutes County, which is lands outside of the cities of Bend, La Pine, Sisters, and Redmond and their respective UGBs.

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4. Does defensible space mean I have to remove all trees within 100' around my home?

No. The key is understanding what is going to contribute to ember production. For trees within the defensible space of a structure, the emphasis is on removing ladder fuels. Alternatively, trees or vegetation that are up against the home or under the eaves should be significantly trimmed and if necessary, removed.

5. Can you choose to adopt only some of the new regulations, but not others (e.g. roofing and siding only)?

No. If R327.4 (fire-resistant building codes) is adopted, all building codes pertaining to ventilation, siding, decking, etc. will apply. There are exceptions related to where geographically the building codes can apply. These issues will be discussed at a later date if the Board of County Commissioners supports updating the County building codes.

6. I've seen an option between having this apply to the current wildfire risk area or having it encompass the entire rural Deschutes County. Is this still optional, or has the decision to expand coverage already been made?

This decision has not been made. In 2001, Deschutes County adopted a wildfire hazard zone that prohibited untreated wooden shake roofs in the rural county. Under this new building code provision, R327.4, Deschutes County can revisit its wildfire hazard zone based on four factors (weather, topography, vegetative fuel type, and vegetative fuel distribution). There are two options based on the work of a Wildfire Mitigation Advisory Committee to consider. The first is to keep as it is today and apply the wildfire hazard zone to the rural county. The second is to focus on sub-areas based on Community Wildfire Protection Plans (CWPPs) and the four factors. Some areas were eliminated through that analysis. The law allows a jurisdiction to focus on a region, but it doesn't define what a region means. Staff will have a conversation with the Board of County Commissioners to discuss this option in early 2021.

7. Does that include wood stoves?

No.

8. How much fuel reduction has been done on State and Federal lands in the county?

It varies from year to year depending on funding. Approximately 800-1,000 acres are treated annually for fuels reduction by the state. USFS generally has a target of approximately 38,000 acres annually, in 2020 the Deschutes National Forest completed 26,752 acres that received treatments such as thinning, mowing, pile burning, broadcast burning or other treatment. CWPPs track fuel treatments across the county on a five year basis.

9. I understand that the majority of fires that burn homes come from embers landing on roofs. Do some roof types offer better protection and why not require them on new construction or reconstruction?

Wooden shakes and wooden shingles are the most susceptible to embers. Deschutes County's existing wildfire hazard zone already prohibits those types of materials. Any new construction is required to meet existing roofing standards. Asphalt shingles and metal roofing are effective materials.

- 10. Many of our neighboring overgrown properties are owned by absentee landlords whose attitudes apparently are "out of sight-out of mind." How are we going to address these issues?**

There isn't an enforcement mechanism today to compel absentee landlords to implement defensible space. It's important to continue to try to maintain relationships with those individuals. One approach is offering incentives like grant funding that assist in fuels reduction and improving defensible space. As an additional incentive, as woody debris is removed, evidence shows property values generally increase. It is important to emphasize that maintaining 100' of defensible space can greatly improve structure survivability.

- 11. If I add a room to my house, will I need to modify my existing deck to be covered underneath?**

No. R327.4 (fire-resistant building codes) would only apply to new rural residential construction and potentially to new accessory structures.

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No.

- 13. Extending some of the county forestry recommendations for 100' from structures will change the landscape considerably in the rural 2.5 acre subdivisions - even if the space is graded. What is the flexibility for those who have met SB 760 (360) standards - out to 50' - it is a little less rigorous?**

Senate Bill (SB) 360 (not 760) does have requirements for defensible space. Based on the latest science, 50' is not always enough and a property owner that decides to rely on that separation distance needs to recognize the risk they are accepting by not working out to 100'. Ember fallout occurs in the 100' area.

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California has adopted similar regulations. In Oregon, the City of Medford applied R327.4 to a portion of their jurisdiction.

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Current regulation allows a maximum opening of a 1/4 of an inch, R327.4 would allow a maximum opening of a 1/8 of an inch.

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Certain types of vents are manufactured and tested by a third party to prevent ember intrusion. They rely on a heat activated material similar to those firework snakes. They char over and seal the opening.

17. Is there a rural map?

The map that applies today was adopted in 2001. Adopted in 2001, it prohibits wooden shake roofs.

18. What triggers the building code portion for remodels: anything requiring a permit (inside or outside)? Any improvement to the exterior - requiring permit or not?

Normally all work that is not considered exempt from building permits would be required to comply with the adopted code requirements. These issues will be discussed at a later date if the Board of County Commissioners supports adopting the increased construction standards (R327.4). General building code questions can be referred to Chris Gracia, Assistant Building Official, Chris.Gracia@deschutes.org.

19. If one has questions about building materials and grant funds, who are appropriate contacts?

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Yes. Some trees like aspen are more resistant to wildfires. Many deciduous trees are fire-resistant as well since they hold a lot of moisture, their leaves are green and they don't have a lot of lower limbs creating ladder fuels.

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MEMORANDUM

TO: Deschutes County Planning Commission

FROM: Nick Lelack, AICP, Director
Peter Gutowsky, AICP, Planning Manager

DATE: November 25, 2020

SUBJECT: Wildfire Mitigation Open House

I. Wildfire Mitigation Open House

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Deschutes County is considering new building codes and land use regulations to protect communities from wildfire. Proposed changes could help make homes more fire resistant and require homeowners to create defensible space around their homes. Updating local building codes to make homes more fire resistant could increase the cost of new construction and some remodels due to new requirements for decks, siding, vents and other materials. The proposed rules would only apply to homes outside of city limits in unincorporated areas of Deschutes County.

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Attachment:

November 19, 2020 Open House Questions & Answers

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WILDFIRE MITIGATION OPEN HOUSE**

NOVEMBER 19, 2020, 6:00 PM

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General Public Comments

Tanya Saltzman

From: Peter Gutowsky
Sent: Tuesday, October 27, 2020 11:56 AM
To: Tanya Saltzman; Kyle Collins; Peter Russell
Subject: FW: My two cents and more

FYI.



Peter Gutowsky, AICP | Planning Manager
DESCHUTES COUNTY COMMUNITY DEVELOPMENT
117 NW Lafayette Avenue | Bend, Oregon 97703
Tel: (541) 385-1709
  


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

From: Nick Lelack <Nick.Lelack@deschutes.org>
Sent: Tuesday, October 27, 2020 11:55 AM
To: Patti Adair <Patti.Adair@deschutes.org>
Cc: Ed Keith <Ed.Keith@deschutes.org>; Peter Gutowsky <Peter.Gutowsky@deschutes.org>
Subject: RE: My two cents and more

Commissioner,

Thank you for sharing the message with us. Peter will include it in our record of public comments and survey results for this project.



Nick Lelack, AICP | Director
Deschutes County Community Development
117 NW Lafayette Ave | Bend, Oregon 97703
Tel: (541) 385-1708 | Cell: (541) 639-5585
  

Let us know how we're doing: [Customer Feedback Survey](#)

From: Patti Adair <Patti.Adair@deschutes.org>
Sent: Tuesday, October 27, 2020 11:23 AM
To: Nick Lelack <Nick.Lelack@deschutes.org>
Cc: Ed Keith <Ed.Keith@deschutes.org>
Subject: FW: My two cents and more

Good morning Nick,

This is feedback from our community regarding raising the costs of building...

Catherine was thinking we need to do a better job cleaning around home sights...

Most sincerely,

Patti



Patti Adair | Commissioner
DESCHUTES COUNTY BOARD OF COMMISSIONERS
1300 NW Wall St., Suite 206 | Bend, Oregon 97703
Tel: (541) 388-6567 | Cell: (541) 904-5378



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

From: catherine Caudle <caudlecatherine@yahoo.com>
Sent: Monday, October 26, 2020 7:04 PM
To: Patti Adair <Patti.Adair@deschutes.org>
Subject: My two cents and more

[EXTERNAL EMAIL]

The proposed building code changes for Deschutes County is not necessary. What is necessary is Dechutes County enforcing fire debris removal and clean up.

The proposed building code changes will cost lower income families, a great amount live in the rural areas of Deschutes County, from improving their homes. Many purchase mobile homes and place those on land, most or some are used, and this new rule would prohibit this cheap form of living from occurring.

I oppose the buidling changes being proposed and wish to have this item removed from further discussion. Deschutes county residents pay for homeowners coverage some at a higher rate simply because the fire hydrants are not available and they are too far away from the closest fire department. Perhaps the county could look at reducing fire by placing fire hydrants in the neighborhoods or requiring internal extinguishers in future home builds rather than prohibiting cheaper forms of living and further injuring those living cheaply in rural Deschutes County.

Catherine Caudle
2187 NW Quince Place
Redmond, Oregon 97756
5418487121

Tanya Saltzman

From: Matt Martin
Sent: Wednesday, October 28, 2020 12:29 PM
To: Peter Gutowsky; Tanya Saltzman
Subject: FW: Form submission from: Land Use Planning

Peter and Tanya-

I assume this is related to the proposed wildfire regulations. Please let me know if there is any action necessary on my part as planner on duty.

-Matt

From: Do Not Reply <donotreply@deschutes.org>
Sent: Wednesday, October 28, 2020 11:51 AM
To: CDD Planning <planning@deschutes.org>
Subject: Form submission from: Land Use Planning

****AUTOMATED EMAIL - PLEASE DO NOT REPLY**** Incoming Land Use Planning Submission from Website Submitted on Wednesday, October 28, 2020

- 11:50am Submitted values are:

Name cheryl

Phone Number 541-225-7185

Email Address cheryljerryhoskins@gmail.com

Subject Property Address 7015 NW River Springs Rd, Redmond OR

Subject Property Taxlot Number

Relationship to the Property

Details of your Inquiry

When is the deadline for public comment on the proposed TAX on new construction in rural Deschutes County to require fire retardant materials to be used in any new construction? Please send email with pertinent information.

Phone calls to get information isn't working & we aren't on facebook. Thank you!

From: [Peter Gutowsky](#)
To: "James Lewis"
Subject: RE: Re Wildfire Mitigation Project / Community Input
Date: Thursday, October 29, 2020 11:48:32 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

James,

Thanks for the email. Everything right now is conceptual. We'll convey the results of the survey to the Board in the New Year. If the Board supports R327 and/or defensible space, we'll draft language and share with it you and others as we prepare for inevitable public hearings. Of course, Tuesday's election could also impact whether there's Board support for additional wildfire mitigation measures.

I haven't heard from any other community association.



Peter Gutowsky, AICP | Planning Manager
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From: James Lewis
Sent: Thursday, October 29, 2020 11:30 AM
To: Peter Gutowsky
Subject: RE: Re Wildfire Mitigation Project / Community Input

[EXTERNAL EMAIL]

Hi Peter:

Thanks for thinking of me and sending this. I did see this – I am going to discuss this with our Community Development department staff. Our primary concerns will be if this is adopted by the County, what provisions included therein will conflict with our design manual regulations – and to determine if we will request changes to the County document or need to change our design manual (or a combination of both). Curious – have you heard from the managers of any other community associations (Black Butte, Eagle Crest, etc...)?

Overall, it is hard to argue against any construction provisions for fire safety – especially in Sunriver. Overall, in the past, SROA has changed it's requirements for fire prevention (i.e. no shake roofs, defensible space, etc.).

We have to review the drafts first – haven't had an opportunity to do that yet. In your estimation, is there something in particular that we should be looking? Ultimately, I would like to support the changes formally, but we need to get a pulse on what this would mean for construction in Sunriver and how it affects our owners (ahhh, the politics of it all.....LOL).

Thanks, James

From: Peter Gutowsky <Peter.Gutowsky@deschutes.org>
Sent: Thursday, October 29, 2020 8:24 AM
To: James Lewis <jamesl@srowners.org>
Subject: Re Wildfire Mitigation Project / Community Input

CAUTION: This email originated from outside of SROA! Do not click links or open attachments unless you recognize the sender and know the content is safe! If you are unsure, verify with the sender by phone.

James,

If you haven't seen the press release, FYI.

~~~~~

Deschutes County is considering new building codes and land use regulations to protect communities from wildfire. Proposed changes could help make homes more fire resistant and require homeowners to create defensible space around their homes.

Updating local building codes to make homes more fire resistant could make new construction and some remodels more expensive because of new requirements for decks, siding, vents and other materials.

The proposed rules would only apply to homes outside of city limits in unincorporated areas of Deschutes County.

Deschutes County Community Development Department invites residents to learn more about the proposed changes and provide their feedback through an online survey:

[www.deschutes.org/wildfiremitigationsurvey](http://www.deschutes.org/wildfiremitigationsurvey)

The Deschutes County Planning Commission will host two virtual meetings to provide residents a chance to learn more about the proposed changes and ask questions. Meetings will be held on:

- Thursday, November 19, at 6 p.m.
- Thursday, December 3, at 6 p.m.

Staff will share the results of the community's feedback to the Board of County Commissioners in early 2021 and discuss how to proceed.

For more information on how to participate in the virtual community meetings, please visit [www.deschutes.org/wildfiremitigation](http://www.deschutes.org/wildfiremitigation). For questions, or more information, please contact Peter Gutowsky, Planning Manager, 541-385-1709, [peter.gutowsky@deschutes.org](mailto:peter.gutowsky@deschutes.org); or Tanya Saltzman, Associate Planner, 541-388-6528, [Tanya.Saltzman@deschutes.org](mailto:Tanya.Saltzman@deschutes.org).

Please visit [www.deschutes.org/wildfiremitigation](http://www.deschutes.org/wildfiremitigation) for current project information, and to sign up for project updates.



**Peter Gutowsky, AICP | Planning Manager**  
**DESCHUTES COUNTY COMMUNITY DEVELOPMENT**  
117 NW Lafayette Avenue | Bend, Oregon 97703  
Tel: (541) 385-1709



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**Tanya Saltzman**

---


**From:** Peter Gutowsky  
**Sent:** Friday, October 30, 2020 4:46 PM  
**To:** 'Bill Inman'; Tanya Saltzman  
**Cc:** Ed Keith  
**Subject:** RE: Fire risk reduction

Bill,

Your question is a good one. Should defensible space apply to vacant lots? It's one we can discuss with the Board in the New Year.



**Peter Gutowsky, AICP | Planning Manager**  
**DESCHUTES COUNTY COMMUNITY DEVELOPMENT**  
 117 NW Lafayette Avenue | Bend, Oregon 97703  
 Tel: (541) 385-1709



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---

**From:** Bill Inman <inmanoutdoor@gmail.com>  
**Sent:** Friday, October 30, 2020 3:52 PM  
**To:** Peter Gutowsky <Peter.Gutowsky@deschutes.org>; Tanya Saltzman <Tanya.Saltzman@deschutes.org>  
**Cc:** Ed Keith <Ed.Keith@deschutes.org>  
**Subject:** Fire risk reduction

[EXTERNAL EMAIL]

---

Hi Peter & Tanya,

Thanks for the presentation and survey. My question is regarding vacant lots, especially in south county where it doesn't take long for the lodgepoles to take over and create a tinderbox. As you may have heard, there was a fire on Hermosa on Labor Day that came within minutes of crowning, in which case the whole DRRH neighborhood would likely have gone up. In addition to the changes for homeowners, is it possible for the county to consider requiring landowners to do fuel mitigation on vacant lots? It is required when a lot is purchased at the county auction, but that does nothing for the 100s of privately owned lots that will explode with the slightest spark or ember. I'm happy to share pictures of some of the lots adjacent to my property that are overgrown and crisscrossed with downed trees. I know Ed is well aware of the issue as we have discussed it in the past.

While this is not part of the purview of the the road district, it has come up in our meetings as well as in numerous conversations with neighbors.

Thanks,



Bill Inman  
Special Road District #1 Commissioner  
cell: 503.709.1492

## Tanya Saltzman

---

**From:** Oregon: Living with Fire <coordinator@oregonlivingwithfire.org>  
**Sent:** Monday, November 2, 2020 3:08 PM  
**To:** Peter Gutowsky; Tanya Saltzman  
**Cc:** Ed Keith; Boone Zimmerlee  
**Subject:** Fwd: New Blog -- Deschutes County is seeking resident input

[EXTERNAL EMAIL]

---

Hi There Peter & Tanya,

Please see the feedback I received from our blog post we sent out this morning. I did respond back to Craig to invite him to put his feedback in the survey. I will make sure to pass along any other feedback I receive to you all.

Thanks!

Take care,

Alison Green  
 Coordinator  
 Oregon: Living with Fire  
 541-419-1116  
[coordinator@oregonlivingwithfire.org](mailto:coordinator@oregonlivingwithfire.org)  
[www.oregonlivingwithfire.org](http://www.oregonlivingwithfire.org)  
 Facebook: @OregonLivingwithFire

Begin forwarded message:

**From:** Craig Renkert <[hike4fun77@gmail.com](mailto:hike4fun77@gmail.com)>  
**Subject:** Re: New Blog -- Deschutes County is seeking resident input  
**Date:** November 2, 2020 at 12:10:50 PST  
**To:** Alison <[coordinator@oregonlivingwithfire.org](mailto:coordinator@oregonlivingwithfire.org)>

Allison

With the recent fire damage it is great that the county is taking action to reduce future risks.

My new home is less than a mile east of the August Juniper Ridge fire with nothing between us and the fire except juniper trees.

We were very concerned that we could lose our home less than 6 months after completing it. In building the home we include many fire mitigation construction techniques, with some resistance from the builder and sub-contractors.

More education of the construction trades on fire mitigation is needed to get their buy-in on the best practices and so they can develop procedures that will minimize any additional costs of construction.

As a rural county resident that has recently built a new home I would be willing to assist the county develop an update set of codes and procedures to reduce wildfire risk.

We will all benefit from reducing fire risk and we will all pay for it if we don't. The short term additional cost during construction of fire mitigation will pay long term benefits for the owner as well as others.

Thanks

Craig Renkert  
[hike4fun77@gmail.com](mailto:hike4fun77@gmail.com)  
(541) 797-3598

On Nov 2, 2020, at 8:26 AM, Alison <[coordinator@oregonlivingwithfire.org](mailto:coordinator@oregonlivingwithfire.org)> wrote:

[View this email in your browser](#)

# OREGON LIVING *with* FIRE



Deschutes County seeking input on proposed defensible space, fire rules. The county acknowledged that updating local building codes to make homes more fire-resistant could make new construction and some remodels more expensive because of new requirements decks, siding, vents and other materials.

The proposed rules would only apply to homes outside of city limits in unincorporated areas of the county.

Deschutes County Community Development Department invites residents to learn more about the proposed changes and provide their feedback through an online

survey: [www.deschutes.org/wildfiremitigationsurvey](http://www.deschutes.org/wildfiremitigationsurvey). The deadline for residents to provide their input is December 21st...[Read More](#)



---

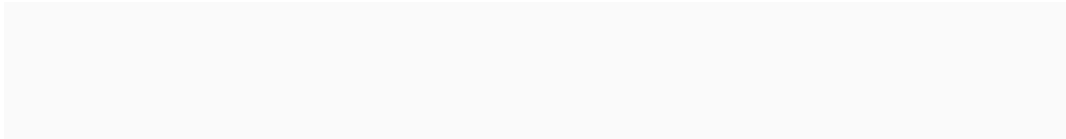
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**Our email address is:**

[coordinator@oregonlivingwithfire.org](mailto:coordinator@oregonlivingwithfire.org)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).



This email was sent to [hike4fun77@gmail.com](mailto:hike4fun77@gmail.com)  
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)  
Oregon: Living with Fire · 61150 SE 27th St · Bend, Oregon 97702 · USA



**Tanya Saltzman**

---

**From:** Peter Gutowsky  
**Sent:** Wednesday, November 4, 2020 8:19 AM  
**To:** 'Jeff Scheetz'  
**Cc:** Harry Ward; Sean Hartley; carl.harbour@crookedriverranch.com; garyw@crrfire.org; Nick Lelack; Ed Keith; Tanya Saltzman; Boone Zimmerlee  
**Subject:** RE: Residential WUI Building Code

Thanks Jeff for your comments. If you haven't done so already, please complete Deschutes County's survey:

- [www.deschutes.org/wildfiremitigationsurvey](http://www.deschutes.org/wildfiremitigationsurvey)



**Peter Gutowsky, AICP | Planning Manager**  
**DESCHUTES COUNTY COMMUNITY DEVELOPMENT**  
 117 NW Lafayette Avenue | Bend, Oregon 97703  
 Tel: (541) 385-1709

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---

**From:** Jeff Scheetz <jscheetz@ix.netcom.com>  
**Sent:** Tuesday, November 3, 2020 5:58 PM  
**To:** Peter Gutowsky <Peter.Gutowsky@deschutes.org>  
**Cc:** Harry Ward <harry.ward@crrfire.org>; Sean Hartley <seanh@crrfire.org>; carl.harbour@crookedriverranch.com; garyw@crrfire.org  
**Subject:** Residential WUI Building Code

[EXTERNAL EMAIL]

---

Hi Peter,

As a firefighter having performed many lot inspections for wildfire safety at Crooked River Ranch, I can say that a very common recommendation is to improve the foundation (crawl space) vent screening found on almost all residential structures. Typical construction uses 1/4 inch spacing wire screen, presumably designed to prevent animal intrusion. Tested with artificially-driven embers (Institute for Business & Home Safety, 2013 Demonstration) has shown that 1/4 inch screen is too coarse for ember protection, and 1/8 to 1/16 inch spacing performs better in blocking embers.

Also, field reports from the Camp Fire in California several years ago reached the same conclusion after surveying residences for survivability.

Accordingly I recommend the county adoption of mandatory building code requirements (R327) for new residences in the wildfire-urban interface. I believe the additional cost in such implementation will produce a large return in public safety.

Respectfully,

Jeff Scheetz  
Crooked River Ranch

**Tanya Saltzman**

---

**From:** Peter Gutowsky  
**Sent:** Tuesday, November 10, 2020 5:45 PM  
**To:** Tanya Saltzman  
**Subject:** FW: Yes on fire resistant homes

FYI

Peter Gutowsky, AICP | Planning Manager DESCHUTES COUNTY COMMUNITY DEVELOPMENT  
117 NW Lafayette Avenue | Bend, Oregon 97703  
Tel: (541) 385-1709

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-----Original Message-----

**From:** Tom Anderson <Tom.Anderson@deschutes.org>  
**Sent:** Tuesday, November 10, 2020 5:20 PM  
**To:** Ed Keith <Ed.Keith@deschutes.org>; Boone Zimmerlee <Boone.Zimmerlee@deschutes.org>; Nick Lelack <Nick.Lelack@deschutes.org>; Peter Gutowsky <Peter.Gutowsky@deschutes.org>  
**Subject:** FW: Yes on fire resistant homes

FYI

-----Original Message-----

**From:** Debra DeWeese <deweese3@yahoo.com>  
**Sent:** Tuesday, November 10, 2020 10:27 AM  
**To:** Board <board@deschutes.org>  
**Subject:** Yes on fire resistant homes

[EXTERNAL EMAIL]

---

I urge you to vote to require homes in Deschutes County to be built to be fire resistant - and do not allow the City of Bend to opt out of this. In addition, I encourage you to do an educational campaign on how current homeowners can retrofit their homes to be fire resistant. Do not let this area burn like Paradise, California! Thank you.

Deby DeWeese

Sent from my iPad Air 2






**Tanya Saltzman**

---

**From:** Peter Gutowsky  
**Sent:** Tuesday, November 10, 2020 8:32 AM  
**To:** Kyle Collins; Tanya Saltzman; Peter Russell  
**Subject:** FW: Wildfire Mitigation

Just a fyi for us to collectively remember to include these of types observations in the summary report.



**Peter Gutowsky, AICP | Planning Manager**  
**DESCHUTES COUNTY COMMUNITY DEVELOPMENT**  
117 NW Lafayette Avenue | Bend, Oregon 97703  
Tel: (541) 385-1709  
  

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---

**From:** Peter Gutowsky  
**Sent:** Tuesday, November 10, 2020 8:31 AM  
**To:** 'TA Humphrey' <tbkodie@gmail.com>  
**Subject:** RE: Wildfire Mitigation

Mr. Humphrey,

Thanks for your email. We'll share your comments about outdoor burning with the Board of County Commissioners in 2021.



**Peter Gutowsky, AICP | Planning Manager**  
**DESCHUTES COUNTY COMMUNITY DEVELOPMENT**  
117 NW Lafayette Avenue | Bend, Oregon 97703  
Tel: (541) 385-1709  
  

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---

**From:** TA Humphrey <tbkodie@gmail.com>  
**Sent:** Tuesday, November 10, 2020 8:27 AM  
**To:** Peter Gutowsky <Peter.Gutowsky@deschutes.org>  
**Subject:** Wildfire Mitigation

[EXTERNAL EMAIL]

---

Hi Peter - It looks like the upcoming virtual meetings will focus on defensible space and construction requirements. Thank you for pursuing these important actions. Please also consider: 1) mirroring city requirements for open burning. We frequently see neighbors burning toxic trash to avoid paying for garbage

service; 2) enhancing the no-cost fire free cleanup frequency. Burning yard debris greatly impacts our air quality throughout Central Oregon.

Thank you. - - Terry Humphrey

**From:** [jennifer](#)  
**To:** [Peter Gutowsky](#)  
**Subject:** fire mitigation  
**Date:** Monday, November 16, 2020 9:54:26 AM

---

[EXTERNAL EMAIL]

---

Peter

While I know we all live in a fire danger area surrounded by trees and brush in high desert, I think it is prudent to avoid the natural tendency to overreact based on unfounded fear.

It is true that most Oregon forest fires are human caused. We now have more and more humans coming to Bend engaging in reckless behavior with no restrictions in camping, length of stay and fire (mostly non adherence) with no one to enforce this. This would seem to be a necessary issue to address.

High density housing which has been a priority of Bend, on the city limits is also fraught with lack of foresight.

The truth is, because of the lack of planning and city management, we now have a sprawling city that will engender much more fire danger. Rather than deferring to the same poor planning that gave birth to this trend, it should be up to the individual home owners to make this decision since they are the ones taking on this risk. Our city leaders have shown very poor judgement on the sustainable to controlled growth of this city, I certainly don't want them making any additional choices that changes the lives of all of us who live here without firm data and support from the community.

Jennifer Gunnell

**From:** [Laura Skundrick](#)  
**To:** [Peter Gutowsky](#)  
**Subject:** Wildfire mitigation - social media comments  
**Date:** Monday, November 16, 2020 10:23:32 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

---

Hi Peter,

Over the weekend, we shared Facebook and Twitter posts about the proposed building codes and land use regulations for protecting communities from wildfire, and the upcoming virtual open house. The posts received several comments that I wanted to forward to you just for your visibility, below. Thanks!



A screenshot of a Facebook post showing four comments. Each comment includes a profile picture, the user's name, the text of the comment, and interaction options like 'Like', 'Reply', and 'Message'. The comments are as follows:

- Toby Rey**: Fountaingrove II in Santa Rosa CA was a Firewise neighborhood destroyed by the Tubbs Fire in 2017. All the latest urban-wildland interface fire and building codes were used, hundreds of thousands of dollars spent and thousands of tons of fuel were removed creating fire breaks and defensible spaces. The new fire station was even lost to the fire. (2 reactions)
- Adam Azril**: Ahhh... government regulations that increase costs to builders and homeowners. Nothing better than the government requiring you to spend time/money for something that "may" work. Not as if prices of houses aren't already sky rocketing. (1 reaction)
- Beverly Michaelis**: Time to follow the example of Paradise, California. Many changes to landscaping specifications post-fire. (2 reactions)
- Megan Noblitt**: How about we manage the forest around us! What a fantastic idea! (2 reactions)

At the bottom of the screenshot, there is a text input field with the placeholder text "Write a comment..."

 **Z. Thompson** @realzthompson  
Mentioned @DeschutesCounty 20 hours ago

[@DeschutesCounty](#) Maybe a better strategy is to repair old power lines to make fireworks illegal.

[View Thread](#)    ...                    

**From:** [Robin Vora](#)  
**To:** [Peter Gutowsky](#); [Tanya Saltzman](#); [Deschutes County Commissioners](#); [Planning Commission](#); [Nick Lelack](#)  
**Subject:** Building codes and wildfire  
**Date:** Monday, November 30, 2020 11:31:40 AM

---

[EXTERNAL EMAIL]

---

The Deschutes County Wildlife Survey is well done. I would have added an opportunity in the survey to make other specific suggestions.

I think the county needs to adopt all the additional defensive measures listed to increase public and firefighter safety, and reduce losses due to wildfire. Catastrophic wildfire will happen in Deschutes County; it is just a matter of when. It is best to be better prepared. Most people constructing new homes outside of cities are spending hundreds of thousands on them; they can afford a few thousand extra and it will be to their benefit in the long-run. At some point they will likely have lower insurance rates and higher resale value if their houses are constructed or upgraded to these proposed standards. It will also save the taxpayer money on wildfire response and generally increase public and firefighter safety. These building codes should also apply to homes being upgraded (e.g., new roof or siding).

I suggest starting out with the Forest Use and Rural Residential Zones. I am not convinced some of the more open parts of eastern Deschutes County have the same wildfire risk, especially if the property has irrigated land around the house.

I also suggest requiring Class A roofs (concrete or clay tiles, fiberglass asphalt composition shingles, metal roofs). Class B (pressure treated shakes and shingles) are more flammable. My understanding is that most houses that catch on fire do so because of embers igniting the roof. Proper roof vents with metal mesh and openings less than 1/8" will help in the event of wildfire.

I encourage the County to adopt the proposed construction code in relation to wildfire. We don't need a repeat in Deschutes County of the Camp Fire, or this year's fires in the Ashland-Medford corridor or Detroit Lakes.

Thank you for your time and consideration.  
Robin Vora  
1679 NE Daphne Ct  
Bend, OR 97701

**Tanya Saltzman**

---

**From:** Susan T. Springer <susan@susantspringer.com>  
**Sent:** Thursday, December 3, 2020 1:45 PM  
**To:** Tanya Saltzman; Peter Gutowsky; Nick Lelack  
**Subject:** Wildfire Mitigation misses a main fire risk

[EXTERNAL EMAIL]

---

Hello Nick, Tanya and Peter,

Thank you for working to keep our county safer by considering additional fire prevention measures.

It seems obvious that any discussion of fire mitigation would include stopping yard debris burning. Afterall, escaped debris burning is the leading cause of human-caused fires in our state. Given the increased risks your county report describes, this needs to be considered. Is this outside the scope of your department? Do you know other officials who are considering this? And do you have any say in it?

In our 18 years in our neighborhood (outside Sisters), I've lost count of the number of times I've called the fire department because of yard debris fires unattended by the homeowner or fires still burning after dark. Having safer roofing materials is a great step - but we need to stop one of the main causes of fire in the first place.

Please let me know if this is an issue you can address or if you know others who can.

Thank you, Susan  
541-549-1928

**From:** [Mike Benefield](#)  
**To:** [Peter Gutowsky](#)  
**Subject:** Wildfire Mitigation  
**Date:** Friday, December 4, 2020 12:39:26 AM

---

[EXTERNAL EMAIL]

---

Mr. Gutowsky,

My name is Mike Benefield, I am a retired Bureau of Land Management Fire Management Officer. I spent over 35 years serving in wildland fire management, including a decade within Deschutes County (Central Oregon Fire Mtg Service).

I sat in on your Zoom Meeting on 12.03 and listened intently to all present. I applaud your efforts in this important initiative, however I was somewhat dismayed at how one respondent could steer the whole conversation off track. I will simply refer to this particular individual as the bird woman. While I have a great deal of respect for wildlife biologists and I love birds, I believe that it is important to stay focused upon the issues that will impact all life in Central Oregon. Wildfires.

Wildfires have been an important agent of change in Central Oregon for thousands of years. Climate change will result in more frequent and larger wildfires. Until we manage it, all life will be negatively impacted by wildfire.

What we saw at Paradise, CA and in Western Oregon will be Deschutes County's fate, if we don't get out ahead of it. What you are now engaged in with planning is the best way to fight wildfires, that is before they start. The Bird Woman spoke of toxic chemicals in fire resistant building products, while ignoring the tons of toxic materials that are found in the average home itself. Stuff burns. Limit the wildfires strategically and wildlife will benefit.

One other point that I would like to make concerns the fire danger that exists within Bend itself. I understand your focus on the rural areas of the county, however there are areas within the city that are extremely hazardous from a wildfire stand point as well. Don't ignore it.

Think of a dry day with extreme winds and an ignition in the worst place possible within the urban growth boundary. How will you evacuate a lot of people quickly? What constitutes defensible space and the proper type of vegetation in those circumstances?

That's my two cents worth. Please don't let political expediency, or special interests deflect your attention from this important issue.

It could end up being the most consequential issue in Bend's history.

Thank You

Sincerely,  
Mike Benefield

3560 Ice Ave.  
Terrebonne, OR.  
541.419.7418

PS Let me know if I can be of further service to my county.  
Say hello to Ed Keith for me.



From: [brett huet](#)  
To: [Peter Gutowsky](#)  
Subject: WUI codes  
Date: Friday, December 4, 2020 5:20:18 AM

---

[EXTERNAL EMAIL]

---

Mr. Gutowsky,

I read the article on KTVZ regarding updating the wildfire protection codes and wanted to reach out and say I think it is a great idea to proactively take this on. My background is in wildland fire and arboriculture, I mention that only to set a tone- I do not think I know it all. I would like to be clear on that.

Since 2015, I have been involved with the fires in California on large scale vegetation management projects and the overwhelming takeaway from these catastrophic wildfires is that there needs to be a significant focus on home hardening measures in addition to fuel reduction in the home ignition zone. From my experience, home hardening is often overlooked. On many of these fires that I have been on recently, there are only foundations and chimneys left adjacent to vegetation that has only been minimally scorched. Our homes are often the fuel source during wind driven fires.

As you are likely aware the NFPA has lots of resources available. In the link below is something I am currently working on and feel it is likely going to be a common certification in the future for all vegetation management professionals. <https://nfpa.org/Training-and-Events/Certification/Certification/Certified-Wildfire-Mitigation-Specialist>

If there is anything I might be able to assist with or provide a perspective on, please do not hesitate to reach out to me.

Regards,

**Brett Huet**  
**Certified Treecare Safety Professional #02477**  
**ISA Board Certified Master Arborist # RM-7448-BUM**  
**ISA Tree Risk Assessment Qualified**  
**OSHA Outreach Instructor**  
**NCCER Crane Operator 2272801**

**From:** [Susan T. Springer](#)  
**To:** [Ed Keith](#)  
**Cc:** [Peter Gutowsky](#); [Tanya Saltzman](#); [Nick Lelack](#); [Boone Zimmerlee](#)  
**Subject:** Re: Wildfire Mitigation misses a main fire risk  
**Date:** Thursday, December 3, 2020 9:48:07 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

[EXTERNAL EMAIL]

Hi Ed and all,  
Yes, thanks, I do know whose jurisdiction it is and I am communicating with the fire districts. However, when the county is attempting to address fire mitigation, it seems such a missed opportunity to solve only part of the problem. Fire resistant building materials are helpful - yet so much more effective when paired with reducing one of the main causes of fire in our state. So communication from you to those in charge of yard debris burning would offer a more complete solution to reducing fire risk.

Also, several years ago, the City of Sisters banned yard debris burning.  
Thanks, Susan

On Thu, Dec 3, 2020 at 2:25 PM Ed Keith <[Ed.Keith@deschutes.org](mailto:Ed.Keith@deschutes.org)> wrote:

Hi Susan,

Deschutes County does not have jurisdiction over debris burning, that is under the jurisdiction of the 9 individual fire districts located throughout the County. We do offer FireFree each year as an alternative way for people to get rid of their debris for free instead of burning, but that is of course voluntary. To date the only area within the County that does not allow burning is the area within the City of Bend.

Ed Keith | County Forester

**DESCHUTES COUNTY**

61150 SE 27<sup>th</sup> Street | Bend, Oregon 97702  
Tel: (541) 322-7117 | Cell: (541) 408-8862

[Ed.Keith@deschutes.org](mailto:Ed.Keith@deschutes.org)

[www.deschutes.org](http://www.deschutes.org)

**From:** Peter Gutowsky <[Peter.Gutowsky@deschutes.org](mailto:Peter.Gutowsky@deschutes.org)>  
**Sent:** Thursday, December 3, 2020 1:59 PM  
**To:** 'Susan T. Springer' <[susan@susantspringer.com](mailto:susan@susantspringer.com)>; Tanya Saltzman <[Tanya.Saltzman@deschutes.org](mailto:Tanya.Saltzman@deschutes.org)>; Nick Lelack <[Nick.Lelack@deschutes.org](mailto:Nick.Lelack@deschutes.org)>  
**Cc:** Boone Zimmerlee <[Boone.Zimmerlee@deschutes.org](mailto:Boone.Zimmerlee@deschutes.org)>; Ed Keith <[Ed.Keith@deschutes.org](mailto:Ed.Keith@deschutes.org)>  
**Subject:** RE: Wildfire Mitigation misses a main fire risk

Susan,

Thanks for email. I'm cc'ing Boone Zimmerlee, Fire Adaptive Communities Coordinator and Ed Keith, County Forester. They may have additional thoughts. Your comments will be shared in our summary report to the Board of County Commissioners early in the New Year.



**Peter Gutowsky, AICP | Planning Manager**  
**DESCHUTES COUNTY COMMUNITY DEVELOPMENT**  
 117 NW Lafayette Avenue | Bend, Oregon 97703  
 Tel: (541) 385-1709



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---

**From:** Susan T. Springer <[susan@susantspringer.com](mailto:susan@susantspringer.com)>  
**Sent:** Thursday, December 3, 2020 1:45 PM  
**To:** Tanya Saltzman <[Tanya.Saltzman@deschutes.org](mailto:Tanya.Saltzman@deschutes.org)>; Peter Gutowsky <[Peter.Gutowsky@deschutes.org](mailto:Peter.Gutowsky@deschutes.org)>; Nick Lelack <[Nick.Lelack@deschutes.org](mailto:Nick.Lelack@deschutes.org)>  
**Subject:** Wildfire Mitigation misses a main fire risk

[EXTERNAL EMAIL]

Hello Nick, Tanya and Peter,

Thank you for working to keep our county safer by considering additional fire prevention measures.

It seems obvious that any discussion of fire mitigation would include stopping yard debris burning. Afterall, escaped debris burning is the leading cause of human-caused fires in our state. Given the increased risks your county report describes, this needs to be considered. Is this outside the scope of your department? Do you know other officials who are considering this? And do you have any say in it?

In our 18 years in our neighborhood (outside Sisters), I've lost count of the number of times I've called the fire department because of yard debris fires unattended by the homeowner or fires still burning after dark. Having safer roofing materials is a great step - but we need to stop one of the main causes of fire in the first place.

Please let me know if this is an issue you can address or if you know others who can.

Thank you, Susan

541-549-1928

**From:** [Rimrock West](#)  
**To:** [Peter Gutowsky](#)  
**Subject:** Please add codes for landscaping  
**Date:** Monday, December 7, 2020 2:14:18 PM

---

[EXTERNAL EMAIL]

---

Hello,

We have had several landscaping companies plant utterly ridiculous shrubs and trees in terms of wildfire prevention. All landscapers should be required to take a wildfire mitigation course and be required to use non or less flammable shrubs and trees.

Thank you,

Martita Marx  
Rimrock West, A Firewise Community

From: [Jim Powell](#)  
To: [Peter Gufnowsky](#)  
Subject: Fwd: Wildfire Event and Reminder  
Date: Wednesday, December 9, 2020 9:14:29 PM

[EXTERNAL EMAIL]

Thanks for the wildfire "open house" discussing the proposed regs. Sorry about SB 760 instead of 360. It has been a long time.

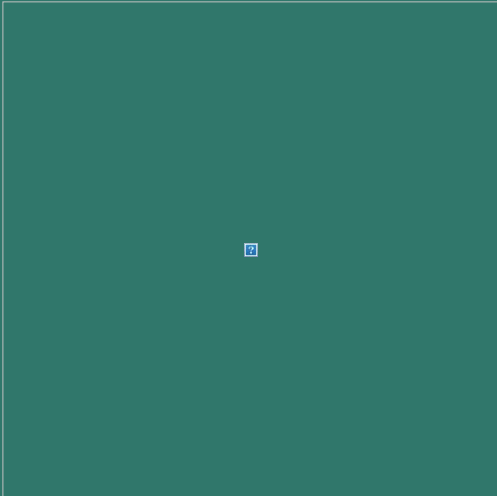
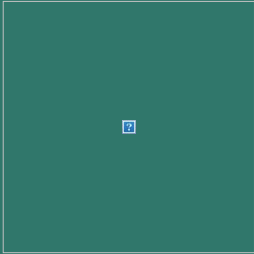
Attached is an event that I watched on Oregon's 2020 wildfires. I have been unable to find any link to a recorded version of the meeting. I have not checked with Ben Gordon at COLW. Both Ralph and Tim pointed out that the spread of these fires and the destruction they did in towns was similar to what was seen in Paradise< CA - ember ignition or contact from adjacent home conflagrations, not a continued vegetation derived or crown fires. Defensible space relative to vegetation proximity helped only if there was not a nearby building burning. So I know you know this - and I am assuming that the new proposals are patterned to be coupled with some development design criteria in WUIs to space buildings, provide multiple access/egress routes and adequate water supplies to handle more than one structure fire simultaneously. I also remember some of the outbuildings we looked at for the marijuana EFU ordinance - a number of those were constructed - or being constructed - at the minimal setback distance from a lot line to an adjacent parcel with an existing residence already in place. Lots of opportunities if your planning goes far enough.

I have not seen any data related to building size - I found it ironically typical for this area that the first application for one of the transect zone parcels was for a 15,000 sq ft residence (maybe my memory is bad here also).

At any rate, what you are trying to accomplish is laudable. The devil will be in the details.

Hope you have a peaceful holidays

[View this email in your browser](#)



### LANDWATCH NEWS

NOVEMBER 13, 2020

Next Wednesday, the Great Old Broads for Wilderness will host a Broadchat that you won't want to miss. **Making Sense of the 2020 Wildfires** will focus on the most recent wildfires and what we can do to protect our communities, our forests, and our climate in the face of unprecedented change.

#### **Making Sense of the 2020 Wildfires**

Wednesday, November 18th | 4pm - 5:30pm

[Virtual meeting via Zoom](#)

This multimedia conversation moderated by Courtney Johnson, Executive Director of [Crag Law Center](#), builds on years of work in the courtroom and in the forests, and information from top wildfire and climate scientists. Panelists include:

- Dr. Tim Ingalsbee, Executive Director of Firefighters United for Safety, Ethics, and Ecology
- Ralph Bloemers, Senior Staff Attorney at Crag Law Center

LandWatch's Executive Director, Ben Gordon, will join at the beginning of the presentation to discuss our work to prevent development in fire-prone areas and how we use land use planning to keep Central Oregon safe.

### REMINDER

Deschutes County recently initiated [a project to consider changes to its land use and building codes to help reduce the risk of wildfire](#). This project is our chance to protect our communities against the increasing risk of extreme fire.

The first step in Deschutes County's public outreach efforts is [an online survey](#). The survey presents information in a series of maps and then asks a few questions about potential land use and building code changes. Read over talking points below, and [find out more on our blog!](#)

**FIRE SURVEY TALKING POINTS**

Based on our decades of experience working to protect people from wildfire, LandWatch believes that any new land use and building code changes should reflect the following:

- Wildfire protection for existing development, including fire-resistant retrofits and landscaping, should be prioritized. Climate change and drought have increased the risks of wildfire and existing homes without fire-resistant retrofits are most at risk.
- Thinning of brush and dense stands of young trees that are within one-half mile of a proposed or existing development should be required on a routine basis.
- No further urban development expansion should be allowed in forests currently bordering urban growth boundaries.
- Development within urban growth boundaries that border high fire-risk brushlands and forests should use fire-resistant materials and landscaping.
- All new or replacement home construction should use fire-resistant materials and landscaping.

In addition to these principles, it is also crucial for the County to enforce existing rules limiting development in fire prone areas when it would create a significant increase in fire risk, a significant increase in the cost of fighting fire, and a significant risk to firefighters.

**TAKE THE SURVEY**

**DONATE NOW TO TRIPLE YOUR IMPACT**

Right now, your year-end donation is being matched TWO to ONE. That means every dollar you give will be TRIPLED to protect Central Oregon.

[DONATE TO TRIPLE YOUR IMPACT](#)

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Our mailing address is:  
Central Oregon LandWatch  
2843 NW Lolo Dr.  
Suite 200  
Bent, OR 97703

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PO Box 39 - Sisters, Or 97759 | ph: 541-549-6022 | www.ci.sisters.or.us

December 09, 2020

Peter Gutowsky  
Planning Manager  
Community Development Dept.  
Deschutes County

RE: Wildfire Mitigation – Building Codes and Land Use Proposed Measures

Peter,

The City of Sisters would like to strongly support and encourage the consideration of updates to the County building codes and land use regulations to the most current national wildfire standards and best practices.

Following several recent wildfire events in close proximity to the City of Sisters, we are grossly aware of the increase in frequency, intensity, and size of wildfire events and accompanying hazardous smoke. These events have significant impact on our residents and business community and can often have long term impacts on health and our local economy. In consultation with the Sisters Camp Sherman Fire District, we have learned that there are two initiatives that will greatly increase our community’s ability to mitigate risk due to wildfire and also increase resilience following an event if it were to occur in or adjacent to city limits.

The first County initiative, the addition of wildfire resistant building codes is key to ensuring that new homes or substantial remodels are being built to reduce spread of wildfire and the loss of homes for our residents. As the County oversees the City’s building permitting division, we are supportive of these additional building codes being adopted to ensure long term affordability of quality homes in a wildfire prone environment. The second initiative, to increase defensible space through land use requirements is also key to reduce the spread of wildfire through a relatively simple and inexpensive measure. The City of Sisters is also considering the addition of defensible space requirements and landscaping requirements to our development code. Having both the City and Codes align on this measure will help to reduce the size, spread, and intensity of wildfire for our urban and rural residents.

We appreciate your consideration of these measures.

Sincerely,

Chuck Ryan  
Mayor



**To:** [Peter Gutowsky](#)  
**Subject:** County wildfire mitigation  
**Date:** Tuesday, December 15, 2020 11:00:11 AM

---

[EXTERNAL EMAIL]

---

Hi Peter,

I just took the Deschutes County Wildfire Survey, it's a wonderful storymap, kudos to whoever put it together!

One thing I wanted to note about some of the measures being considered related to fire retardant treated materials & requirements, there is a lot of research about the hazards of fire/flame retardant chemicals (they are major endocrine disruptors) and actually can cause more smoke when burning therefore making it harder and [more toxic for firefighters](#).

See [Green Science PolicyInstitute](#) for more information about hazards of flame/fire retardants.

While I am in support of most of the mitigations proposed, I would recommend not including any requirements that involve the required use of flame retardants.

Thanks,

--  
Allison Platt  
[alliekatplatt@gmail.com](mailto:alliekatplatt@gmail.com)

"Nature does not hurry, yet everything is accomplished." -Lao Tzu

From: [Frank Spiecker](#)  
To: [Peter Gutowsky](#)  
Subject: 100 ft. defensible space mandate  
Date: Monday, December 21, 2020 3:17:50 PM

[EXTERNAL EMAIL]

Today's wildfires can burn right through defensible space, prescribed burns, thinning, tree farms, clearcuts, prior burns, everything in their path. Climate change is the critical issue with wildfire, creating dryer fuels and hotter fires. Mandated defensible space of 30ft., 100ft. or more will not prevent a wildfire from raging through our land. There are 76 Junipers within 100ft. of our house. Most are ancient, the oldest around 800yrs. They shade & cool the house in summer, temper it in winter, provide nesting, shelter, food for a myriad of wildlife and screen us off from our neighbors. They are also efficient windbreaks as are all the Junipers on our 27 acres. We consider ourselves very fortunate to be able to live in one of the oldest desert woodlands in existence, among some of the oldest living things on earth. 80 to 90% of fires are human caused. We feel a major effort toward halting all human caused sources of ignition needs to take place immediately. There is no time to waste. We can't afford to make any mistakes. So lets make a list: burn barrels, target shooting, OHV's, burning of debris, burning ditches, field burning, campfires, cigarettes, etc. All these activities have and can start fires. They also pollute, contributing to climate change. Trees work hard to sequester pollution that we create. Stringent restrictions and regulations are now necessary, including closures of public lands during extreme fire danger as fire season extends at both ends. Many old timers, like ourselves, who built their houses in rural Deschutes county back in the 80's, built here because we love the land. The defensible space mandate does not address the causes of wildfire. It seems almost a diversion away from what could actually work..... prevention. Cutting dozens of ancient trees from around our house will not prevent one wildfire. They don't start fires, people do. Trees aren't the problem. They're the answer. Civility has rapidly declined in this country. No longer can agencies rely on the public to be careful on red flag days. Many are simply not listening. Hell, many won't even wear masks in a deadly pandemic! As for all the ancient Junipers on the land we manage as wilderness, they will remain, respected, loved and untouched. We love our house. We built it with our own hands. And we love the land. Together, they make a home. Hundreds of trees will come down with this mandate. Please focus your efforts on ways the county can mitigate climate change and on preventing human caused fires. Thank you for listening.

Spiecker,  
Mimler

Sincerely,  
Frank  
Gabriele



December 22, 2020

sent via email: [PlanningCommission@deschutes.org](mailto:PlanningCommission@deschutes.org), [Peter.Gutowsky@deschutes.org](mailto:Peter.Gutowsky@deschutes.org)

Deschutes County Planning Commission  
Attn: Peter Gutowsky, Planning Manager  
1300 NW Wall Street  
Bend, Oregon 97701

**Re: Wildfire Mitigation Project**

Dear Chair Hudson and Planning Commissioners:

Thank you for hosting the two recent open house sessions on wildfire mitigation. Central Oregon LandWatch is pleased that the County is taking proactive steps to protect its residents from the ongoing threat of wildfire in our region. We understand that after this current public input gathering stage, the County will explore specific changes to its building and land use codes. We provide the following high-level input to inform those changes.

Oregon is blessed with what is likely the most important tool a local government can wield to mitigate the threat of wildfire: strong land use planning. Oregon land use law directs development into urban areas while limiting development in the rural areas and the wildland-urban interface that are most at risk of wildfire. In Deschutes County's high fire frequency environment, this has prevented putting thousands of homes and families in danger.

Deschutes County can strengthen this existing land use planning framework by adopting additional protections against wildfire for development and redevelopment. Those protections should reflect the following:

- Wildfire protection for existing development, including fire-resistant retrofits and landscaping, should be prioritized. Climate change and drought have increased the risks of wildfire and existing homes without fire-resistant retrofits are most at risk.
- Thinning of brush and dense stands of young trees that are within one-half mile of a proposed or existing development should be required on a routine basis.
- All new or replacement home construction should use fire-resistant materials and landscaping.
- No further urban development expansion should be allowed in forests currently bordering urban growth boundaries.

In addition to these principles, it is also crucial for the County to enforce existing rules at DCC 18.36.040(B) that limit development in fire prone areas when it would create a significant increase in fire risk, a significant increase in the cost of fighting fire, and a significant risk to



firefighters. Through this code section, the County already has a strong tool to protect new development from wildfire and protect first responders from unnecessary hazards. It is simply a matter of proper interpretation and enforcement.

Wildfire risk is present throughout Deschutes County. The public health and safety of the entire county depends on enforcing existing rules limiting development in the most high-risk areas, and fireproofing all existing and future development elsewhere.

Thank you for your attention to these considerations. We look forward to participating in the next stages of the County's efforts to mitigate the threat of wildfire.

Regards,



Rory Isbell  
Staff Attorney  
Central Oregon LandWatch  
2843 NW Lolo Drive, Suite 200  
Bend, Oregon 97703  
[rory@colw.org](mailto:rory@colw.org)  
(541) 647-2930



# Fire Protection District Comments



December 7, 2020

Peter Gutowsky  
Planning Manager  
117 NW Lafayette Avenue  
Bend, OR 97703

Subject: ORSC R-327

Peter,

The Deschutes County Rural Fire District #2 serving the area surrounding Bend is very concerned about the growing wildfire problem in Deschutes County.

The fuels within the Wildland Urban Interface (WUI) both vegetation and homes are of great concern. The wildfire season is now 30-60 days longer than it was decades ago. The cost of fighting these wildfires are a burden to fire department budgets.

Within our Fire District we have had several wildland fires that have been devastating to our communities, particularly the 1990 Awbrey Hall fire that destroyed 21 homes and 3,500 acres, in addition to the 1996 Skeleton Fire that consumed 19 homes and 17,000 acres.

Since the 1990's the Fire District has created new ordinances, fire prevention programs and has continued to partner with other agencies to minimize the loss from wildland fires. Some of those programs being used today are: FireFree; 1997 Senate Bill 360; Wildfire Fuel Reduction Grants; Oregon Fire Code; Fireworks Sales Prohibition Ordinance; Fire Resistive Wood Shake Ordinance; and Project Wildfire to name a few.

While the Deschutes County Natural Hazards Plan has identified wildfire as the greatest risk to our constituent's way of life, we know there is more that can be done prior to the wildfire incident to save homes. Science has demonstrated if structures are built and maintained with fire resistive construction materials coupled with fire resistive vegetation within the adjacent surroundings, the risk can be reduced by more than 80% from

ember and flame ignitions. Eliminating ignitions to structures will reduce exposure to residents and firefighters enhancing evacuation and firefighting strategies.

The Fire District's Standards for Response Plan is designed for routine fires, once there are more than two to three homes burning we don't have enough resources to protect the rest of the neighborhood without mutual aid support. Therefore it will take more than fire suppression agencies to reduce the number of homes burning.

The District believes to enhance our firefighter's chances to save life and property within the WUI it is necessary to introduce additional fire resistant construction features to homes such as Oregon Residential Specialty Code R-327. The District also recognizes that additional building code requirements may be not as successful to eliminate ignitions without reducing the amount of flammable vegetation within the immediate area around the home.

Respectfully Submitted:

***Deschutes County Rural Fire District #2 Board of Directors***



# La Pine Rural Fire Protection District

51590 Huntington Rd.  
 Post Office Box 10  
 La Pine, OR 97739  
 Phone 541.536.2935  
 Fax 541.536.2627  
[www.lapinefire.org](http://www.lapinefire.org)

December 8, 2020

Peter Gutowsky  
 Deschutes County Community Development Director  
 P.O. Box 6005  
 Bend, OR 97708-6005

REF: Wildfire Mitigation - Building Codes and Land Use Proposed Updates

Mr. Gutowsky:

The La Pine Rural Fire Protection District would like strongly support and encourage the Deschutes County consideration of the proposed updating county building codes and land use regulations to the most current national wildfire standards and best practices.

This county is in the wildfire bullseye. The La Pine Rural Fire Protection District has lost two homes and multiple structures to wildfire in just the last three years despite the fire district's quick responses and best efforts. This community was extremely fortunate the late afternoon of September 7<sup>th</sup> of this year that a fast-moving wildfire in the DRRH neighborhood did not become the 11<sup>th</sup> major wildfire disaster in the state of Oregon that day. As we are seeing these fires are not only affecting individual families and the lives of the most vulnerable, they destructively affect the whole community - for years. Populations exit, most businesses close permanently, hospitals and schools close, and local agencies - once there to help the community - themselves are decimated. Wildfire in our communities affects everyone.

As major wildfires are increasing in frequency, intensity and size, there is some good news. We are now learning what can make these events survivable and those solutions are rather simple:

1. Hardened homes; and
2. Fire resilient landscapes.

We currently have codes and regulations to protect our homes from wind, rain, and snow, and to keep our drinking water, electrical, and heating systems safe. These codes did not come out of thin air - they became national standards through common sense experiences on what is working to protect our communities. We have now learned if we provide fire resilient landscape in the close proximity of our homes - that lowers the fire intensity and the direct transfer of flames to the home. We have also learned if we harden our homes from the snowstorm of sparks a wildfire produces - that will prevent




ignition. Last, we have learned that suitable building materials can prevent the spread of fire from home to home when they are built in close proximity.

The La Pine Rural Fire Protection knows the County is on the right path in upgrading the county building codes and land use regulations to match the most current adopted standards for in the wildfire hazard zone and strongly supports that effort. Not to do so would be irresponsible to the citizens we all serve.

Sincerely,

LA PINE RURAL FIRE PROTECTION DISTRICT

A handwritten signature in black ink, appearing to read 'Mike Supkis', written over the printed name.

Mike Supkis  
Fire Chief

1212 SW  
Simpson Ave  
Bend, Oregon 97702  
(541) 322-6300  
FAX 322-6321



Todd Riley  
Fire Chief

December 15, 2020

Peter Gutowsky  
Deschutes County  
PO Box 6005  
Attn: Community Development  
Bend, OR 97708-6005

Subject: County Wildfire Standards

Mr. Gutowsky,

We have seen firsthand the devastating effects of wildfire when it impacts a community. Even though Deschutes County made it out of the historic 2020 wildfire season without a major fire, Bend Fire & Rescue sent crews across the state to help fight the fires that surrounded our county. The last major Wildland Urban Interface (WUI) fire in our area was in 1996 when the Skeleton Fire burned 17,000 acres as well as 19 homes. Prior to that, the 1990 Aubrey Hall Fire burned 3,500 acres and destroyed 21 homes.

Several effective steps were taken after these two fires to increase our community's resilience to wildland fire. The efforts to encourage defensible space around homes resulted in the FireFree initiative, which is still successful today. Communities that meet specific fuels reduction and defensible space can be recognized through the Firewise USA program as a nod to their collective efforts to protect their neighborhood. It is recognized that a homeowner's fuels reduction efforts can directly affect adjoining properties if a fire enters the community.

Fire season is getting longer and the destructive nature of these events is increasing. Additionally, much of our community is built in the WUI, which increases our desire to be proactive with preventative measures. Preventing house-to-house ignition is an important component of being able to contain a fire once it enters a community. With enhanced building codes and required defensible space, firefighters have a much better chance to safely evacuate residents, operate on the fire more effectively, and prevent catastrophic fire spread. There is an opportunity to adopt a stricter landscape ordinance that requires defensible space and prohibits the placement of materials that will carry fire next to a home. These improvements can be made more effective with enhancing the building code to address the use of fire resistive materials as siding and soffit finishes. We currently have an ordinance in place that addresses roofing

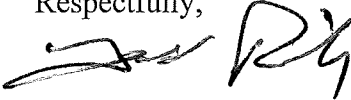
materials, as this was identified as a major contributor to home ignitions. It is acknowledged that an enhanced building code has the potential to increase building costs, but many builders in the area are already using fire resistive materials in construction today.

Bend Fire & Rescue provides fire protection to both the city limits of Bend and the surrounding fire district. The City of Bend and Deschutes County are both actively engaged in the wildfire resiliency conversation. Even though the two entities are at different phases of this work, it is an issue that is equally important to both.

With a community that is resilient to wildfire, we stand a better chance of keeping residents in their homes after a fire. Vulnerable populations are disproportionately impacted by natural disasters, and wildfires are no exception. There are several examples of communities that never recover from a devastating WUI fire. Without sufficient economic resources to rebuild, many residents never return.

By reducing flammable vegetation around homes, increasing the defensible space next to a structure, and using fire resistive materials on a home, our community stands a better chance to minimize the devastation of a WUI fire.

Respectfully,



Todd Riley, Fire Chief  
Bend Fire & Rescue



**Sisters-Camp Sherman Rural Fire Protection District**  
*“Protecting Life and Property through Quality Service”*

December 8, 2020

Peter Gutowsky  
 Deschutes County Community Development, Planning Manager  
 P.O. Box 6005  
 Bend, Or. 97708-6005

Mr. Gutowsky,

The Sisters-Camp Sherman Rural Fire Protection District (District) supports the adoption of enhanced wildfire resistant building codes and defensible space requirements throughout Deschutes County.

The District provides fire suppression services to 55 square miles of area in Western Deschutes county, including the City of Sisters. Wildfires are a common occurrence in the District, and we work closely with the US Forest Service, Oregon Department of Forestry and other local fire districts to minimize the impacts of wildland fire on our community. Even with this level of coordination and response, wildfires create a significant risk to our community. The fire district’s request to adopt enhanced wildfire resistant building codes and defensible space requirements are in alignment with the tenets of the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy).

The Cohesive Strategy is a national approach to work collaboratively among stakeholders and across all landscapes, using best science, to make meaningful progress towards three goals:

1. Resilient Landscapes
2. Fire Adapted Communities
3. Safe and effective wildfire response.

While there is great work being done in Deschutes County related to resilient landscapes and effective wildfire response, the building code element of fire adapted communities hasn’t been addressed. Addressing only two of the three strategies will result in increased risk for Deschutes County residents. Communities that have implemented the tenets of the Cohesive Strategy have seen reductions in the loss of life and property as a result.

Lastly, I would like to address the significant wildfire season our state endured this summer. A perfect alignment of extremely dry fuels, fires on the landscape and high winds resulted in catastrophic losses of life and property in Oregon. These losses have demonstrated that there is more work to be done, and we must take action to prevent a similar event from impacting our communities. Adopting defensible space standards and enhanced wildfire resistant building codes is a logical, measured approach, supported by national standards and industry best practices.

Sincerely,



Chuck Newport  
President, Board of Directors  
Sisters-Camp Sherman Rural Fire Protection District.



## Black Butte Ranch R.F.P.D.

PMB 8190, POB 8000

13511 Hawks Beard, Black Butte Ranch, OR 97759

(541) 595-2288 Bus **9-1-1 Emergency**

(541) 595-6867 Fax

December 16, 2020

Peter Gutowsky  
Deschutes County Community Development, Planning Manager  
P.O. Box 6005  
Bend, Or. 97708-6005

Mr. Gutowsky,

Black Butte Ranch Rural Fire Protection District (District) supports the adoption of enhanced wildfire resistant building codes and defensible space requirements throughout Deschutes County.

Our District provides fire suppression services to the 3+ square miles of Black Butte Ranch. As you are likely aware, wildfires threatening our community have been a common occurrence for many years causing multiple evacuations as well as the destruction of two homes in 2002 from the Cache Mountain Fire.

We work very closely with the US Forest Service, Oregon Department of Forestry, and other local fire districts to minimize the impacts of wildland fire on our community. Even with this level of coordination and response, wildfires continue to create a significant risk to our community.

As others have mentioned, the support to adopt enhanced wildfire resistant building codes and defensible space requirements are in alignment with the tenets of the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy).

The Cohesive Strategy is a national approach to work collaboratively among stakeholders and across all landscapes, using the best science, to make meaningful progress towards three goals:

1. Resilient Landscapes
2. Fire Adapted Communities
3. Safe and effective wildfire response.

This District agrees with other districts in that while there is and has been great work being done in Deschutes County related to resilient landscapes and effective wildfire response, the building code element of fire-adapted communities hasn't been addressed. We also agree that addressing only two of these three strategies would

result in increased risk for Deschutes County residents. We also add that this increased risk is inherently transferred to the many first responders called upon to protect those communities and the citizens within.

The losses demonstrated from the recent fires throughout Oregon shows us that there is more work that can and needs to be done to prevent similar events from impacting our communities. Adopting defensible space standards and enhanced wildfire resistant building codes is a logical, measured approach supported by national standards and industry best practices.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Tucker", with a long horizontal flourish extending to the right.

Dan Tucker  
Fire Chief  
Black Butte Ranch Rural Fire Protection District.



# SUNRIVER SERVICE DISTRICT

PO Box 2108, Sunriver, Oregon 97707-2108



December 17, 2020

Peter Gutowsky  
Peter.gutowsky@deschutes.org  
Planning Manager  
117 NW Lafayette Avenue  
Bend, OR 97703

RE: Defensible Space and Enhanced Building Codes

Mr. Gutowsky,

The Sunriver Service District, which includes both the Police and Fire Departments, is supportive of the proposed new ordinances on defensible space and enhanced building codes (R327.4).

The Sunriver Owners Association is very proactive in the prevention of wildfire. The rules and programs in place in Sunriver are reflective of what R-327 could provide for all of Deschutes County.

**Sunriver Owner Association program/rules examples include:**

- Spark arrestors shall be installed on all chimneys
- Roofs are required to be Class "A" fire rated
- Individual properties and common ground have ladder fuel reduction requirements

It is time to eliminate the threat of wildfire to our communities and provide safety to our citizens and firefighters by supporting the proposed defensible space and enhanced building codes in Deschutes County.

Respectfully Submitted:

A handwritten signature in blue ink that reads "Bill Hepburn".

Bill Hepburn, Chair  
Sunriver Service District, Board of Directors





# Alfalfa Fire District

541-382-2333 25889 Alfalfa Market Rd Bend, Or 97701

Dec 21, 2020

Peter Gutowsky

Subject: ORSC R-327

Peter,

The Alfalfa Fire District would like to discuss the growing concerns of past, as well as future wildfire concerns in our district. As a relatively new district we have seen our fair share of close calls with fires in the Wildland Urban Interface (WUI). As a district that is surrounded by BLM land we have an extreme amount of fuels that could cause catastrophic loss to our district.

As someone who has spent over 30 years in the construction industry I have seen what building codes can do for homes. Codes that can allow for homes to be built with more fire resistive material as well as creating a defensible space around the home, this can lead to less fire spread in the event of a wildland fire. Up to 70-80 percent reduction can be maintained according to recent studies. This allows for a more substantial initial attack from a suppression standpoint, and the possibility of reduced resources if managed early.

While our response plans are geared for a smaller scale response, if we cannot manage the fire in its initial stage, it will require a large scale response in the form of mutual aid from surrounding agencies. This mutual aid response then draws down resources for those agencies to respond to incidents within their respective districts.

Oregon Residential Specialty Code R-237 would allow for new structures being built within our districts to maintain standards for fire resistive construction reducing the

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potential for fire spread. This code, coupled with a distinct plan for defensible space will allow our fire district to reduce resource needs in the event of a wildfire.

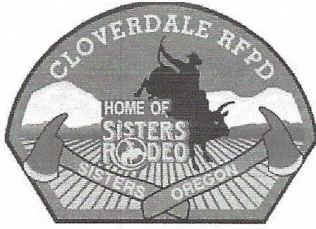
As a rural department, we have our work cut out for us as the codes for building during the majority of construction for our two major subdivisions did not allow for defensible space, or the construction using fire resistive material.

It is with great concern that as a small agency with limited resources we ask that this residential code get passed and with careful consideration to the resources it takes to mitigate wildfire in the WUI in its current state.

Respectfully Submitted,

Chad LaVallee- Fire Chief

Alfalfa Fire District

**Cloverdale Rural Fire Protection District**

67433 Cloverdale Rd., Sisters, OR 97759

PH: (541) 389-2345 Burn Info: (541) 548-4815

[www.cloverdalefire.com](http://www.cloverdalefire.com)

December 21, 2020

Peter Gutowsky  
Deschutes County Community Development, Planning Manager  
P.O. Box 6005  
Bend, Or. 97708-6005

Mr. Gutowsky,

The last few years have proven to be particularly catastrophic for properties in Cloverdale Rural Fire Protection District. Due to our rural geography (the 50 square mile triangle between Bend, Redmond and Sisters), ingress to properties can at times make it difficult to access fire related incidents. As a result of this and the fact that many of our constituent's homes are surrounded by large amounts of fire fuels, the Board of Directors strongly supports the adoption of enhanced wildfire resistant building codes and defensible space requirements throughout Deschutes County.

While Cloverdale RFPD works closely with our partnering agencies, wildfires continue to be a significant risk to our community. We recognize and appreciate the great work being done in Deschutes County related to resilient landscapes and effective wildfire response. However, the building code element of fire adapted communities would further enhance our community's ability to survive a conflagration.

It is with utmost urgency that Cloverdale Rural Fire Protection District Board of Directors requests that Deschutes County adopt defensible space requirements and wildfire resistant building codes in order to further protect the life safety and property losses of our community.

Thank you,

A handwritten signature in cursive that reads 'Jerry B. Johnson'.

Jerry Johnson, President  
Cloverdale RFPD  
Board of Directors



## CROOKED RIVER RANCH FIRE & RESCUE

6971 SW Shad Road, Crooked River Ranch, OR 97760  
Phone: (541) 923-6776 | Fax: (541) 923-5247  
[www.crrfire.org](http://www.crrfire.org)

Peter Gutowski  
Deschutes County  
PO Box 6005  
Attn: Community Development  
Bend, OR 97708-6005

DEAR PETER GUTOWSKY,

Crooked River Ranch Rural Fire Protection District is mainly in Jefferson County, but the lower part of our fire District is in Deschutes county. We pride ourselves in having an active community that is willing to keep their properties cleaned up and try their best to meet the defensible space standards. But that is not all of them. For some property owners, their neighbors do not abide by the defensible space standards. With more and more properties being developed in our district it would be nice to have enhanced building codes for improved safety.

In May of 2007 was our last major wildfire in our fire district. That fire burned over 350 acres and no homes were destroyed. With the assistance of tri-county fire departments and federal fire agencies there where no homes lost. It might not be that way again. There are more houses are being built in the same area of this fire.

With last summer's fire season still very fresh in people's minds our community members are asking about defensible space and how they could protect their homes if we had another large fire. This is a great time to have building codes put in place.

Crooked River Ranch Fire & Rescue is in support of enhanced building codes that would save lives and property. It will also save the lives of those firefighters who will be fighting the fire. These codes combined with good defensible space standards will help to make our and more fire resistive community.

Respectfully,

Harry Ward Fire Chief  
Crooked River Ranch Fire & Rescue



# REDMOND FIRE & RESCUE

341 NW Dogwood Avenue, Redmond, OR 97756  
Phone: (541) 504-5000 Fax: (541) 526-1254  
www.redmondfireandrescue.org

December 22, 2020

Peter Gutowsky  
Planning Manager  
117 NW Lafayette Avenue  
Bend, OR 97703

Subject: ORSC R-327

Mr. Gutowsky,

As the Fire Chief of Redmond Fire & Rescue, I am writing to offer my support for the adoption of Oregon Residential Specialty Code R-327 and defensible space standards throughout Deschutes County.

I have been a fire service professional for over 40 years, and I have seen firsthand the devastating impact of wildfire in the urban interface. Having spent the bulk of my career in California, I've sent my personnel to some of the largest wildfires in California's history including the Thomas Fire in Ventura, the Mendocino Complex, the Camp Fire in Paradise and countless more. I looked on in amazement beside the Governor's staff at the Coffee Park neighborhood which had been completely destroyed during the fires in Napa and Sonoma County by an ember cast that stretched well over a mile ahead of the actual fire line.

Though some might suggest it just doesn't happen like that here, we don't have the same kind of weather, or wind patterns as in California, one need only look back a few months to see many fellow Oregonians experiencing wildfire on a scope and scale thought impossible.

Having served on the Deschutes County Wildfire Mitigation Advisory Committee, I've had ample opportunity to discuss these issues with County staff, local builders, and concerned residents. Much of our time together was spent debating the merits of defensible space as well as building standards like those set forth in ORCS R-327. I assure you I fully understand there are myriad concerns and factors that must be taken into account when considering adoption of such standards.

We must recognize that fire seasons are getting longer, and wildfires are becoming more destructive. We must also recognize that what may have seemed unlikely, or even impossible just one year ago, is now part of our history. I believe it is our responsibility as public servants to take a lesson from that history and adopt Oregon Residential Specialty Code R-327 and defensible space standards throughout Deschutes County.

Thank you,

*Ken Kehmna*

Ken Kehmna  
Fire Chief, Redmond Fire & Rescue



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** 7/14/2021

**SUBJECT:** Discussion: SB 391 / Rural Accessory Dwelling Unit Legislation

**BACKGROUND AND POLICY IMPLICATIONS:**

*The purpose of this work session is to provide an overview of Senate Bill (SB) 391, which allows counties to allow accessory dwelling units (ADUs) in rural residential areas, and to identify elements of the new law that require clarification prior to initiating legislative amendments. Staff anticipates scheduling a follow-up work session later in the summer to continue the discussion and seek further direction.*

**BUDGET IMPACTS:**

*None.*

**ATTENDANCE:**

*Nick Lelack, AICP, Community Development Director*

*Peter Gutowsky, AICP, Planning Manager*

*Tanya Saltzman, AICP, Senior Planner*



## COMMUNITY DEVELOPMENT

### MEMORANDUM

**TO:** Deschutes County Board of Commissioners

**FROM:** Nick Lelack, AICP, Director  
Peter Gutowsky, AICP, Planning Manager  
Tanya Saltzman, AICP, Senior Planner

**DATE:** July 8, 2021

**SUBJECT:** Senate Bill 391 / Rural Accessory Dwelling Units

The purpose of this work session is to provide an overview of Senate Bill (SB) 391, which allows counties to allow accessory dwelling units (ADUs) in rural residential areas, and to identify elements of the new law that require clarification prior to initiating legislative amendments. Staff anticipates scheduling a follow-up work session later in the summer to continue the discussion and seek further direction.

SB 391 depends on the adoption of statewide wildfire hazard maps and related wildfire provisions, including a revised definition of the wildland urban interface and the wildfire hazard zones; these wildfire provisions are outlined in the recently-passed SB 762. The complex process of adopting these maps and related provisions is governed at the state level, and it is estimated that final adoption will not occur until mid-2022 at the earliest. While the rural accessory dwelling law is effective immediately and counties may adopt ordinances to allow accessory dwelling units, local governments cannot implement the law (meaning they cannot allow or approve ADUs) until the adoption of the statewide wildfire maps. It is staff's intention to work with the Board to finalize all other parts of SB 391 in the interim so that code amendments will be ready upon adoption of the statewide wildfire maps.

#### I. Background

Rural residential zones exist throughout Oregon. By definition, rural residential zones exist outside of urban growth boundaries (UGBs) but are excluded from the state's resource land (farm and forest zone) protections. With certain exceptions, those protections allow residential uses only in conjunction with a farm or forest use. However, in rural residential zones, a dwelling can be a primary use of the land. Currently, state law allows counties to permit an additional dwelling on a property containing a house built prior to 1945.<sup>1</sup> However, unlike in urban zones, rural residential zones do not have any other by-right accessory dwelling options, making inter-generational and alternative housing options difficult to achieve.

<sup>1</sup> House Bill 3012 (2017).

## II. SB 391 / Overview

The Oregon Legislature adopted SB 391 into law on June 23, 2021 (Attachment 1). It authorizes a county to allow an owner of a lot or parcel within a rural residential zone to construct one ADU subject to certain restrictions and limitations. SB 391 does not obligate a county to allow ADUs. It also does not prohibit a county from imposing any additional restrictions, including those relating to the construction of garages and outbuildings that support an ADU. The matrix in Section 4 summarizes the new law as it pertains to Deschutes County.

## III. Implementation Process

In order to implement SB 391 for Deschutes County, several steps must occur:

1. First, decide whether to allow ADUs or not. If yes, then the Board of County Commissioners (Board) must adopt an ordinance to allow ADUs in Deschutes County Code (DCC).
2. The Board must decide if they would like to adopt the text of the bill as is, or if they would like to modify certain provisions—this bill allows counties to place additional conditions (be more restrictive) than state law. The matrix below provides explanations of various conditions and potential decision points for the Board.
3. If the Board would like to develop and adopt additional local standards, they will need to decide the process to develop the local standards, including public engagement.
4. Once the Board decides whether to adopt the bill as is or with additional local standards, the public hearing process to adopt the law into DCC will begin.

As noted above, it is important to note that in addition to the provisions that Commissioners may choose to examine more closely, SB 391 depends on the adoption of statewide wildfire hazard maps and related provisions per SB 762. The complex process of adopting these maps and other provisions is governed at the state level, and it is estimated that final adoption will not occur until mid-2022 at the earliest. While this law is effective immediately and counties may adopt ordinances to allow ADUs, local governments cannot implement the law (meaning they cannot allow or approve ADUs) until the adoption of the statewide wildfire maps. It is staff's intention to work with the Board to finalize all other parts of SB 391 in the interim so that code amendments will be ready upon adoption of the statewide wildfire maps.

## IV. SB 391 Matrix

The matrix below provides a summary of criteria contained in SB 391, along with explanations and context; additionally, the matrix highlights elements that will require action, whether additional research by staff, coordination with other agencies, a decision by the Board, or similar.



**SB 391 – Rural Accessory Dwelling Unit Legislation**

| Eligibility                                                                       | Restrictions                                                                                                                                                                                                                                                                                                                      | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Rural Residential Exception Areas, Minimum Lot Size, and Dwelling Requirements | <ul style="list-style-type: none"> <li>Applies to Rural Residential (RR10), Multiple Use Agricultural (MUA10), Urban Area Reserve (UAR-10) and Suburban Residential (SR 2.5) zones.</li> <li>Lot or parcel must be at least two acres in size.</li> <li>One single-family dwelling must be sited on the lot or parcel.</li> </ul> | <ul style="list-style-type: none"> <li>There are over 10,000 lots in Southern Deschutes County. The Oregon Department of Environmental Quality (DEQ), the US Geological Survey (USGS) and Deschutes County have determined that the safety of the groundwater in southern Deschutes County is threatened by nitrate contamination from traditional onsite septic wastewater treatment systems.<sup>2</sup></li> <li>Consider raising the eligible lot or parcel size in this area (South of Sunriver) to 5 to 10 acres.</li> </ul> |
| 2. Existing Dwelling Nuisance                                                     | <ul style="list-style-type: none"> <li>The existing single-family dwelling is not subject to an order declaring it a nuisance or pending action under ORS 105.550 to 105.600.</li> </ul>                                                                                                                                          | <ul style="list-style-type: none"> <li>ORS 105.550 to 105.600, Abatement of Nuisance, provide local governments specific authority to abate certain public nuisance activities that affects the health, safety and welfare of its community.</li> </ul>                                                                                                                                                                                                                                                                            |
| 3. ADU Sanitation Requirements                                                    | <ul style="list-style-type: none"> <li>The ADU must comply with all applicable laws and regulations relating to sanitization and wastewater disposal and treatment.</li> </ul>                                                                                                                                                    | <ul style="list-style-type: none"> <li>In Southern Deschutes County, rural residential density, even at two acres, can create physical challenges for upgrading conventional septic systems and drainfields.</li> <li>Consider raising the eligible lot or parcel size in this area (South of Sunriver) to 5 to 10 acres.</li> </ul>                                                                                                                                                                                               |
| 4. ADU Square Footage Requirements                                                | <ul style="list-style-type: none"> <li>The ADU cannot include more than 900 square feet of useable floor area.</li> </ul>                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>Useable floor area is undefined.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5. ADU Distance Requirements                                                      | <ul style="list-style-type: none"> <li>The ADU is required to be located no farther than 100 feet from the existing single-family dwelling.</li> </ul>                                                                                                                                                                            | <ul style="list-style-type: none"> <li>It is unclear whether the ADU in its entirety must be within 100 feet of the existing single-family dwelling or just a portion.</li> </ul>                                                                                                                                                                                                                                                                                                                                                  |

<sup>2</sup> <https://www.oregon.gov/deq/wq/programs/Pages/Deschutes-Klamath-Groundwater-Protection.aspx>

| Eligibility                                                    | Restrictions                                                                                                                                                                                                                                                                                          | Comments                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. ADU Water Supply Requirements                               | <ul style="list-style-type: none"> <li>If the ADU is relying on a domestic well, no portion of the lot or parcel can be within new or existing ground water uses restricted by the Water Resource Commission.</li> </ul>                                                                              | <ul style="list-style-type: none"> <li>The Water Resource Commission has not restricted new or existing domestic water use in Deschutes County for 1) watering any lawn or noncommercial garden, not exceeding one-half acre, or 2) serving a domestic use, not exceeding 15,000 gallons a day.</li> </ul> |
| 7. ADU Water Supply Source Option                              | <ul style="list-style-type: none"> <li>A county may require that an ADU be served by the same water supply source or water supply system as the existing single-family dwelling, provided such is allowed by an existing water right or a use under ORS 537.545 (exempt uses).<sup>3</sup></li> </ul> | <ul style="list-style-type: none"> <li>This provision is optional</li> </ul>                                                                                                                                                                                                                               |
| 8. ADU / Metolius Area of Critical State Concern / Limitations | <ul style="list-style-type: none"> <li>No portion of a lot or parcel can be within a designated area of critical state concern.</li> </ul>                                                                                                                                                            | <ul style="list-style-type: none"> <li>The Oregon legislature designated the Metolius River Basin as an “area of critical statewide concern” in 2009.</li> </ul>                                                                                                                                           |
| 9. ADU Setback Requirements                                    | <ul style="list-style-type: none"> <li>The ADU is required to have adequate setbacks from adjacent lands zoned Exclusive Farm Use (EFU) or Forest Use.</li> </ul>                                                                                                                                     | <ul style="list-style-type: none"> <li>Adequate setbacks are not defined.</li> </ul>                                                                                                                                                                                                                       |

<sup>3</sup> [https://oregon.public.law/statutes/ors\\_537.545](https://oregon.public.law/statutes/ors_537.545)

| Eligibility                                                  | Restrictions                                                                                                                                                                                                                                                                                          | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. ADU / Wildland-Urban Interface Requirements              | <ul style="list-style-type: none"> <li>The lot or parcel must comply with the rules of the State Board of Forestry under ORS 477.015 to 477.061.<sup>4</sup></li> </ul>                                                                                                                               | <ul style="list-style-type: none"> <li>ORS 477 pertains to the wildland-urban interface (WUI), formerly known as the forestland-urban interface. SB 762, adopted in June 2021, rewrites several sections of ORS 477 cited in SB 391. Most significantly, the new provisions of ORS 477 require the State Board of Forestry to define the wildland-urban interface based on national best practices and define criteria and classes of the WUI to be included in the statewide wildfire hazard map. Until the provisions of the revised ORS 477 are met at the state level, the County will be unable to define the related criteria in SB 391.</li> </ul> |
| 11. ADU / Outside Wildland-Urban Interface Area Requirements | <ul style="list-style-type: none"> <li>If the ADU is not subject to ORS 477.015 to 477.061 (i.e. outside of the newly-defined wildland-urban interface), it must have defensible space and fuel break standards as developed in consultation with local fire protection service providers.</li> </ul> | <ul style="list-style-type: none"> <li>See above re: ORS 477.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

<sup>4</sup> Provisions in ORS 477.015-061, Urban Interface Fire Protection, were established through efforts of the Oregon Department of Forestry, the Office of the State Fire Marshal, fire service agencies from across the state, and the Commissioners of Deschutes, Jefferson, and Jackson Counties. It is designed to address the expanding interface wildfire problem within Oregon Department of Forestry Fire Protection Districts. Full implementation of the statute occurred on January 1, 2002. The statute does the following:

1. Directs the State Forester to establish a system of classifying forestland-urban interface areas;
2. Defines forestland-urban interface areas;
3. Provides education to property owners about fire hazards in forestland-urban interface areas. Allows for a forestland-urban interface county committee to establish classification standards;
4. Requires maps identifying classified areas to be made public;
5. Requires public hearings and mailings to affected property owners on proposed classifications;
6. Allows property owners appeal rights;
7. Directs the Board of Forestry to promulgate rules that set minimum acceptable standards to minimize and mitigate fire hazards within forestland-urban interface areas; and
8. Creates a certification system for property owners meeting acceptable standards. Establishes a \$100,000 liability limit for cost of suppressing fires, if certification requirements are not met.

| Eligibility                                                          | Restrictions                                                                                                                                                                                                                                                                | Comments                                                                                                                                                                                                                |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12. ADU / Statewide Wildfire Map Requirements                        | <ul style="list-style-type: none"> <li>Statewide wildfire risk maps must first be approved per SB 762.</li> <li>ADUs are then required to comply with the Oregon residential specialty code relating to wildfire hazard mitigation for the mapped area (R327.4).</li> </ul> | <ul style="list-style-type: none"> <li>The State of Oregon wildfire risk maps are anticipated for adoption in mid-2022.</li> </ul>                                                                                      |
| 13. ADU Adequate Access and Evacuation for Firefighting Requirements | <ul style="list-style-type: none"> <li>Local regulations must ensure the ADU has adequate access for firefighting equipment, safe evacuation and staged evacuation areas</li> </ul>                                                                                         | <ul style="list-style-type: none"> <li>This provision will require coordination with Rural Fire Protection and Road Districts. Adequate access, safe evacuation and staged evacuation areas are not defined.</li> </ul> |
| 14. ADU Occupancy Requirements                                       | <ul style="list-style-type: none"> <li>ADUs cannot be allowed for vacation occupancy, as defined in ORS 90.100.</li> </ul>                                                                                                                                                  | <ul style="list-style-type: none"> <li>Consider requiring a restrictive covenant that is recorded, prohibiting the ADU from being used as a vacation rental.</li> </ul>                                                 |
| 15. ADU Land Division Requirements                                   | <ul style="list-style-type: none"> <li>If land divided, the single family dwelling and ADU cannot be situated on a different lot or parcel.</li> </ul>                                                                                                                      | <ul style="list-style-type: none"> <li>None.</li> </ul>                                                                                                                                                                 |
| 16. ADU / Additional Units                                           | <ul style="list-style-type: none"> <li>A second ADU is not allowed</li> </ul>                                                                                                                                                                                               | <ul style="list-style-type: none"> <li>Legislative amendments will need to clarify that a medical hardship dwelling and/or RV are not allowed.</li> </ul>                                                               |

**V. SB 391 Decision Points Necessary Prior to Drafting of Amendments**

If the Board wants to adopt SB 391 into DCC, it must first determine the desired procedural decision type in addition to deciding on a number of substantive issues contained in the bill itself.

*Procedural Issues – Ministerial Decision versus Limited Land Use Decision*

1. Ministerial Decision. This type of decision entails that the amendments are structured with clear and objective standards for ADU applications, require no discretion from staff, and as such would not be subject to public notice or public hearings requirements.
2. Limited Land Use Decision. Limited land use decisions can, if desired, be structured so notice of application is sent to neighboring property owners. Regardless, these types of decisions require a

mailed notice of decision to neighbors and those who have standing by commenting on an application. The land use decision can be appealed to a Hearings Officer and/or the Board.

Three provisions of SB 391 help illustrate the comparison between a ministerial decision and a limited land use decision:

- ADU / Wildland-Urban Interface Requirements. SB 391 requires applications to demonstrate if applicable that the subject property complies with the rules of the Department of Forestry (DOF) for mitigating fire hazards, as defined in ORS 477.015 to ORS 477.061. Legislative amendments structured for a ministerial decision can specify DOF standards as part of a complete application.

Alternatively, for a limited land use decision, amendments can require that an applicant demonstrate (forester fuel thinning contract, etc.) the subject property will mitigate fire hazards consistent with DOF standards. DOF certification would then be a condition of land use approval prior to issuing a building permit.

- ADU / Outside Wildland-Urban Interface Requirements. SB 391 requires for those ADUs not subject to ORS 477.015 to ORS 477.061 (i.e., outside a DOF Wildlife-Urban Interface designation), to demonstrate that the subject property has implemented defensible space and fuel break standards as developed in consultation with local fire protection service providers. Legislative amendments structured for a ministerial decision can specify documentation by a local fire protection service provider as part of a complete application.

Alternatively, for a limited land use decision, amendments can require that an applicant demonstrate (forester fuel thinning contract, etc.) the subject property will mitigate defensible space and fuel break standards consistent with local fire protection service providers. Local fire protection service provider documentation would then be a condition of land use approval prior to issuing a building permit.

- ADU / Access & Evacuation Requirements. SB 391 requires that each ADU have adequate access for firefighting equipment, safe evacuation and staged evacuation areas. Legislative amendments structured for a ministerial decision will require clearly and objectively defining adequate access, safe evacuation and staged evacuation areas. Based on those definitions, an applicant could then submit the requisite documentation as part of a complete application.

Alternatively, for a limited land use decision, amendments can require that an applicant demonstrate subject to discretionary criteria that adequate access, safe evacuation and staged evacuation areas are provided. Fulfilling this obligation would then be a condition of land use approval prior to issuing a building permit.

### *Substantive Issues*

As noted in the above matrix, if the Board wants to adopt SB 391 into DCC, the following items require clarification by the County prior to drafting legislative amendments. These items are separate from wildfire-related provisions that will be determined at the state level.

3. Parcel Size. Consider raising the eligible lot or parcel size in Southern Deschutes County (South of Sunriver) to 5 acres.
4. Floor Area. Define “useable floor area” for the ADU.
5. Distance Requirements. Clarify whether the ADU in its entirety must be within 100 feet of the existing single-family dwelling or just a portion.
6. Setbacks. Define adequate ADU setbacks from adjacent lands zoned EFU or Forest Use.
7. Restrictive Covenant. Consider requiring a restrictive covenant that is recorded, prohibiting the ADU from being used as a vacation rental.
8. Water Supply Source. Clarify whether to require that an ADU be served by the same water supply source or water supply system as the existing single-family dwelling.

## **VI. Next Steps**

Staff can schedule a follow-up work session with the Board later in the summer to continue the discussion and seek further direction.

### Attachment:

1. SB 391

# Enrolled Senate Bill 391

Sponsored by Senators DEMBROW, FINDLEY, KNOPP; Senators GOLDEN, HANSELL, JAMA, KENNEMER, Representatives BYNUM, LEVY, MORGAN, SMITH DB, ZIKA (Pre-session filed.)

CHAPTER .....

AN ACT

Relating to accessory dwelling units in rural residential areas; and declaring an emergency.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** Section 2 of this 2021 Act is added to and made a part of ORS chapter 215.

**SECTION 2.** (1) As used in this section:

(a) "Accessory dwelling unit" has the meaning given that term in ORS 215.501.

(b) "Area zoned for rural residential use" has the meaning given that term in ORS 215.501.

(c) "Single-family dwelling" has the meaning given that term in ORS 215.501.

(2) Consistent with a county's comprehensive plan, a county may allow an owner of a lot or parcel within an area zoned for rural residential use to construct one accessory dwelling unit on the lot or parcel, provided:

(a) The lot or parcel is not located within an area designated as an urban reserve as defined in ORS 195.137;

(b) The lot or parcel is at least two acres in size;

(c) One single-family dwelling is sited on the lot or parcel;

(d) The existing single-family dwelling property on the lot or parcel is not subject to an order declaring it a nuisance or subject to any pending action under ORS 105.550 to 105.600;

(e) The accessory dwelling unit will comply with all applicable laws and regulations relating to sanitation and wastewater disposal and treatment;

(f) The accessory dwelling unit will not include more than 900 square feet of useable floor area;

(g) The accessory dwelling unit will be located no farther than 100 feet from the existing single-family dwelling;

(h) If the water supply source for the accessory dwelling unit or associated lands or gardens will be a well using water under ORS 537.545 (1)(b) or (d), no portion of the lot or parcel is within an area in which new or existing ground water uses under ORS 537.545 (1)(b) or (d) have been restricted by the Water Resources Commission;

(i) No portion of the lot or parcel is within a designated area of critical state concern;

(j) The lot or parcel is served by a fire protection service provider with professionals who have received training or certification described in ORS 181A.410;

(k) The lot or parcel and accessory dwelling unit comply with rules of the State Board of Forestry under ORS 477.015 to 477.061;

(L) Statewide wildfire risk maps have been approved and the accessory dwelling unit complies with the Oregon residential specialty code relating to wildfire hazard mitigation for the mapped area; and

(m) The county has adopted land use regulations that ensure that:

(A) The accessory dwelling unit has adequate setbacks from adjacent lands zoned for resource use;

(B) The accessory dwelling unit has adequate access for firefighting equipment, safe evacuation and staged evacuation areas; and

(C) If the accessory dwelling unit is not subject to ORS 477.015 to 477.061, the accessory dwelling unit has defensible space and fuel break standards as developed in consultation with local fire protection service providers.

(3) A county may not allow an accessory dwelling unit allowed under this section to be used for vacation occupancy, as defined in ORS 90.100.

(4) A county that allows construction of an accessory dwelling unit under this section may not approve:

(a) A subdivision, partition or other division of the lot or parcel so that the existing single-family dwelling is situated on a different lot or parcel than the accessory dwelling unit.

(b) Construction of an additional accessory dwelling unit on the same lot or parcel.

(5) A county may require that an accessory dwelling unit constructed under this section be served by the same water supply source or water supply system as the existing single-family dwelling, provided such use is allowed for the accessory dwelling unit by an existing water right or a use under ORS 537.545. If the accessory dwelling unit is served by a well, the construction of the accessory dwelling unit shall maintain all setbacks from the well required by the Water Resources Commission or Water Resources Department.

(6) An existing single-family dwelling and an accessory dwelling unit allowed under this section are considered a single unit for the purposes of calculating exemptions under ORS 537.545 (1).

(7) Nothing in this section requires a county to allow any accessory dwelling units in areas zoned for rural residential use or prohibits a county from imposing any additional restrictions on accessory dwelling units in areas zoned for rural residential use, including restrictions on the construction of garages and outbuildings that support an accessory dwelling unit.

**SECTION 3.** This 2021 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect on its passage.



**Passed by Senate April 15, 2021**

**Repassed by Senate June 9, 2021**

.....  
Lori L. Brocker, Secretary of Senate

.....  
Peter Courtney, President of Senate

**Passed by House June 7, 2021**

.....  
Tina Kotek, Speaker of House

**Received by Governor:**

.....M.,....., 2021

**Approved:**

.....M.,....., 2021

.....  
Kate Brown, Governor

**Filed in Office of Secretary of State:**

.....M.,....., 2021

.....  
Shemia Fagan, Secretary of State



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** July 14, 2021

**SUBJECT:** House Bill 3295 / Marijuana Tax Revenue / Cannabis Advisory Panel

**RECOMMENDED MOTION:**

N/A.

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff is requesting direction from the Board of County Commissioners to appoint and convene a Cannabis Advisory Panel (CAP).

Introduced by Representative Jason Kropf (D, Bend), sponsored by Representative Jack Zika (R, Redmond), and ultimately adopted by the Oregon Legislature on June 26, 2021, House Bill (HB) 3295 ensures that counties that participate in Oregon marijuana economy receive a share of marijuana revenue

**BUDGET IMPACTS:**

TBD. To receive marijuana tax revenue, the Board must appoint a CAP.

**ATTENDANCE:**

Peter Gutowsky, Planning Manager; Nick Lelack, Community Development Director; County Legal Counsel.



COMMUNITY DEVELOPMENT

MEMORANDUM

**TO:** Deschutes County Board of Commissioners

**FROM:** Nick Lelack, AICP, Director  
 Peter Gutowsky, AICP, Planning Manager  
 Adam Smith, Assistant Legal Counsel

**DATE:** July 6, 2020

**SUBJECT:** House Bill 3295 / Marijuana Tax Revenue / Cannabis Advisory Panel

Staff is requesting direction from the Board of County Commissioners (Board) to appoint and convene a Cannabis Advisory Panel (CAP).

**I. Background**

Introduced by Representative Jason Kropf (D, Bend), sponsored by Representative Jack Zika (R, Redmond), and ultimately adopted by the Oregon Legislature on June 26, 2021, House Bill (HB) 3295 ensures that counties that participate in Oregon marijuana economy receive a share of marijuana revenue (Attachment).

Marijuana tax revenue has not been paid to Deschutes County by the Oregon Department of Revenue since 2019, when the Board passed Ordinance 2019-014, prohibiting the establishment of future (new) marijuana production and processing businesses in unincorporated Deschutes County (commonly referred to as an Opt Out). Ordinance No. 2019-015, adopted on October 16, 2019, further clarified that Ordinance No. 2019-014 has no impact on the County’s past marijuana production land use decisions and does not preclude those applicants from moving forward in the licensure process with the Oregon Liquor Control Commission (OLCC). On November 3, 2020, Ballot Measure 9-134 asked voters if they wanted to repeal the opt-out ordinances—a “yes” vote would once again allow new marijuana production and processing businesses in Deschutes County, and a “no” vote would continue to prohibit new marijuana production and processing businesses in Deschutes County. Ultimately, Deschutes County residents voted “no” to Measure 9-134, thereby upholding the opt-out and prohibiting future/new recreational marijuana production and processing businesses from being established in the unincorporated county.

**II. HB 3295**

To receive marijuana tax revenue, the Board must appoint a CAP that meets at least quarterly.<sup>1</sup> The CAP is required to provide at least three recommendations:

<sup>1</sup> HB 3295. Section 3a.

1. The use of moneys transferred to the county under ORS 475B.759;
2. Increases in public safety measures related to marijuana use and marijuana entitles in the county; and
3. Issues presented by the production, processing, wholesaling and distribution of marijuana in the unincorporated area subject to the jurisdiction of the county.<sup>2</sup>

Members of the CAP are appointed by the Board and must consist of the following:

- A person who holds a license issued under ORS 475B.070 for a premises located in the county (i.e. MJ production license);
- A person who holds a license issued under ORS 475B.105 for a premises located in the county (i.e. MJ retail license);
- A designee of the county sheriff;
- A designee of the county commission;
- A member of the public;
- A watermaster, as described in ORS 540.020, who is appointed for a water district in, partially in or near the county;" and
- A representative of the county who is knowledgeable about economic development in the county.<sup>3</sup>

The effective date of HB 3295 is confusing. HB 3295 takes effect on September 25, 2021, 91 days after the legislature adjourned. However, Section 5 of HB 3295 notes that the at-issue amendments proposed therein "become operative on January 1, 2022." Section 5 also notes that a county and the State may take "any action" before the operative date necessary to be ready to go as of the operative date. But the proceeding Section 4 notes that if a county opted out between January 1, 2018 and September 1, 2021, then that county is eligible to receive distributions "when the county appoints a county cannabis advisory panel." Despite the aforementioned language in Section 4, it seems the intent is that Deschutes County will only be eligible for distributions under HB 3295 beginning on January 1, 2022, so long as a CAP is established prior to that date.

If initiated, no later than July 1 of each year, Deschutes County will be required to certify with the Oregon Department of Administrative Services (DAS) that it complies with HB 3295 by convening a CAP. Failure to do so disqualifies Deschutes County from receiving marijuana tax revenue.<sup>4</sup>

### III. Board Direction

Staff is requesting the following direction from the Board:

1. Does the Board want to convene a CAP?
2. If so,
  - a. What process should be used to identify potential candidates?
  - b. Are there other members beyond those listed in HB 3295 that warrant appointment?

<sup>2</sup> Ibid. Section 3, Sub 2.

<sup>3</sup> Id. Sub 1 a-g. HB 3295 does not specify if the County can appoint additional members. It also does not specify that the licensee must be from the unincorporated county. This may be important because there are relatively few retail marijuana retail licenses in rural Deschutes County.

<sup>4</sup> Id. Section 1, Sub 6 a-b.

- c. Are there other topics of discussion for the CAP to consider beyond the three listed in HB 3295?
- d. When should the CAP first convene on a quarterly basis?

Attachment

HB 3295

# Enrolled House Bill 3295

Sponsored by Representatives KROPF, ZIKA

CHAPTER .....

AN ACT

Relating to marijuana revenue; creating new provisions; amending ORS 475B.759 and section 5, chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020)); and prescribing an effective date.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** ORS 475B.759, as amended by section 10, chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020)), is amended to read:

475B.759. (1) There is established the Oregon Marijuana Account, separate and distinct from the General Fund.

(2) The account shall consist of moneys transferred to the account under ORS 475B.760.

(3)(a) The Department of Revenue shall certify quarterly the amount of moneys available in the Oregon Marijuana Account.

**(b) Before making other transfers of moneys required by this section, the department shall transfer quarterly to the Drug Treatment and Recovery Services Fund all moneys in the Oregon Marijuana Account in excess of \$11,250,000.**

*[(b)]* (c) Subject to subsection (4) of this section, and after making the transfer of moneys required by *[subsection (7) of this section]* **paragraph (b) of this subsection**, the department shall transfer quarterly 20 percent of the moneys in the Oregon Marijuana Account as follows:

(A) Ten percent of the moneys in the account must be transferred to the cities of this state in the following shares:

(i) Seventy-five percent of the 10 percent must be transferred in shares that reflect the population of each city of this state that is not exempt from this paragraph pursuant to subsection (4)(a) of this section compared to the population of all cities of this state that are not exempt from this paragraph pursuant to subsection (4)(a) of this section, as determined by Portland State University under ORS 190.510 to 190.610, on the date immediately preceding the date of the transfer; and

(ii) Twenty-five percent of the 10 percent must be transferred in shares that reflect the number of licenses held pursuant to ORS 475B.070, 475B.090, 475B.100 and 475B.105 on the last business day of the calendar quarter preceding the date of the transfer for premises located in each city compared to the number of licenses held pursuant to ORS 475B.070, 475B.090, 475B.100 and 475B.105 on the last business day of that calendar quarter for all premises in this state located in cities; and

(B) Ten percent of the moneys in the account must be transferred to counties in the following shares:

(i) Fifty percent of the 10 percent must be transferred in shares that reflect the total commercially available area of all grow canopies associated with marijuana producer licenses held pursuant to ORS 475B.070 on the last business day of the calendar quarter preceding the date of the transfer for all premises located in each county compared to the total commercially available area of all

grow canopies associated with marijuana producer licenses held pursuant to ORS 475B.070 on the last business day of that calendar quarter for all premises located in this state; and

(ii) Fifty percent of the 10 percent must be transferred in shares that reflect the number of licenses held pursuant to ORS 475B.090, 475B.100 and 475B.105 on the last business day of the calendar quarter preceding the date of the transfer for premises located in each county compared to the number of licenses held pursuant to ORS 475B.090, 475B.100 and 475B.105 on the last business day of that calendar quarter for all premises in this state.

[(c)] **(d)** After making the transfer of moneys required by [subsection (7) of this section, eighty] **paragraph (b) of this subsection, 80** percent of the remaining moneys in the Oregon Marijuana Account must be used as follows:

(A) Forty percent of the moneys in the account must be used solely for purposes for which moneys in the State School Fund established under ORS 327.008 may be used;

(B) Twenty percent of the moneys in the account must be used solely for mental health treatment or for alcohol and drug abuse prevention, early intervention and treatment;

(C) Fifteen percent of the moneys in the account must be used solely for purposes for which moneys in the State Police Account established under ORS 181A.020 may be used; and

(D) Five percent of the moneys in the account must be used solely for purposes related to alcohol and drug abuse prevention, early intervention and treatment services.

(4)(a) A city that has an ordinance prohibiting the establishment of a premises for which issuance of a license under ORS 475B.070, 475B.090, 475B.100 or 475B.105 is required is not eligible to receive transfers of moneys under subsection [(3)(b)(A)] **(3)(c)(A)** of this section.

(b) A county that has an ordinance prohibiting the establishment of a premises for which issuance of a license under ORS 475B.070 is required is not eligible to receive transfers of moneys under subsection [(3)(b)(B)(i)] **(3)(c)(B)(i)** of this section.

(c) A county that has an ordinance prohibiting the establishment of a premises for which issuance of a license under ORS 475B.090, 475B.100 or 475B.105 is required is not eligible to receive transfers of moneys under subsection [(3)(b)(B)(ii)] **(3)(c)(B)(ii)** of this section.

**(d)(A) Paragraphs (b) and (c) of this subsection do not apply to a county ordinance adopted on or after January 1, 2018, that prohibits the establishment of a premises for which a license under ORS 475B.070, 475B.090, 475B.100 or 475B.105 is required but allows in the unincorporated area of the county the continued operation of an existing premises for which a license under ORS 475B.070, 475B.090, 475B.100 or 475B.105 is required.**

**(B) A county that adopts an ordinance described in subparagraph (A) of this paragraph shall certify the adoption of the ordinance under subsection (6) of this section.**

(5)(a) A city or county that is ineligible under subsection (4) of this section to receive a transfer of moneys from the Oregon Marijuana Account during a given quarter but has received a transfer of moneys for that quarter shall return the amount transferred to the Department of Revenue, with interest as described under paragraph (f) of this subsection. An ineligible city or county may voluntarily transfer the moneys to the Department of Revenue immediately upon receipt of the ineligible transfer.

(b) If the Director of the Oregon Department of Administrative Services determines that a city or county received a transfer of moneys under subsection [(3)(b)] **(3)(c)** of this section but was ineligible to receive that transfer under subsection (4) of this section, the director shall provide notice to the ineligible city or county and order the city or county to return the amount received to the Department of Revenue, with interest as described under paragraph (f) of this subsection. A city or county may appeal the order within 30 days of the date of the order under the procedures for a contested case under ORS chapter 183.

(c) As soon as the order under paragraph (b) of this subsection becomes final, the director shall notify the Department of Revenue and the ineligible city or county. Upon notification, the Department of Revenue immediately shall proceed to collect the amount stated in the notice.

(d) The Department of Revenue shall have the benefit of all laws of the state pertaining to the collection of income and excise taxes and may proceed to collect the amounts described in the no-

tice under paragraph (c) of this subsection. An assessment of tax is not necessary and the collection described in this subsection is not precluded by any statute of limitations.

(e) If a city or county is subject to an order to return moneys from an ineligible transfer, the city or county shall be denied any further relief in connection with the ineligible transfer on or after the date that the order becomes final.

(f) Interest under this section shall accrue at the rate established in ORS 305.220 beginning on the date the ineligible transfer was made.

(g) Both the moneys and the interest collected from or returned by an ineligible city or county shall be redistributed to the cities or counties that were eligible to receive a transfer under subsection [(3)(b)] **(3)(c)** of this section on the date the ineligible transfer was made.

(6)(a) Not later than July 1 of each year, each city and county in this state shall certify with the Oregon Department of Administrative Services whether the city or county has an ordinance prohibiting the establishment of a premises for which issuance of a license under ORS 475B.070, 475B.090, 475B.100 or 475B.105 is required **and whether the county has an ordinance described in subsection (4)(d) of this section**. The certification shall be made concurrently with the certifications under ORS 221.770, in a form and manner prescribed by the Oregon Department of Administrative Services.

(b) If a city fails to comply with this subsection, the city is not eligible to receive transfers of moneys under subsection [(3)(b)(A)] **(3)(c)(A)** of this section. If a county fails to comply with this subsection, the county is not eligible to receive transfers of moneys under subsection [(3)(b)(B)] **(3)(c)(B)** of this section.

(c) A city or county that repeals an ordinance as provided in ORS 475B.496 shall file an updated certification with the Oregon Department of Administrative Services in a form and manner prescribed by the department, noting the effective date of the change. A city or county that repeals an ordinance as provided in ORS 475B.496 is eligible to receive quarterly transfers of moneys under this section for quarters where the repeal is effective for the entire quarter and the updated certification was filed at least 30 days before the date of transfer.

[(7) *Before making the transfer of moneys required by subsection (3) of this section, the department shall transfer quarterly to the Drug Treatment and Recovery Services Fund all moneys in the Oregon Marijuana Account in excess of \$11,250,000.*]

**SECTION 2.** Section 5, chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020)), is amended to read:

**Sec. 5.** (1) The Drug Treatment and Recovery Services Fund is established in the State Treasury, separate and distinct from the General Fund. Interest earned by the **Drug Treatment and Recovery Services Fund** shall be credited to the fund.

(2) The Drug Treatment and Recovery Services Fund shall consist of:

(a) Moneys deposited into the fund pursuant to section 6, **chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020))**;

(b) Moneys appropriated or otherwise transferred to the fund by the Legislative Assembly;

(c) Moneys allocated from the Oregon Marijuana Account, pursuant to ORS 475B.759 [(7)] **(3)(b)**; and[,]

(d) All other moneys deposited [*in*] **into** the fund from any source.

(3) Moneys in the fund shall be continuously appropriated to the Oregon Health Authority for the purposes set forth in section 2, **chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020))**.

[(4) *Unexpended moneys in the fund may not lapse and shall be carried forward and may be used without regard to fiscal year or biennium.*]

[(5)(a)] **(4)(a)** Pursuant to subsection (2)(b) of this section, the Legislative Assembly shall appropriate or transfer to the fund an amount sufficient to fully fund the grants program required by section 2, **chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020))**.

(b) The total amount deposited and transferred into the fund shall not be less than \$57 million for the first year [*this Act*] **chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020))**, is in effect.



(c) In each subsequent year, *[that]* **the minimum transfer** amount set forth in **paragraph (b) of this subsection [(5)(b) of this section]** shall be increased by not less than **the sum of:**

*[(i)]* **(A) \$57 million multiplied by** the percentage *[(if any)]*, **if any**, by which the monthly averaged U.S. City Average Consumer Price Index for the 12 consecutive months ending *[December]* **August 31** of the prior calendar year exceeds the monthly index for the fourth quarter of the calendar year 2020; and<sup>1</sup>,

*[(ii)]* **(B) [An amount not less than the increase]** **The annual increase, if any**, in moneys distributed pursuant to ORS 475B.759 *[(7)]* **(3)(b)**.

**SECTION 3. (1) Prior to adopting an ordinance described in ORS 475B.759 (4)(d), a county shall convene a cannabis advisory panel to provide recommendations to the county commission regarding the county's regulation of marijuana and use of moneys transferred to the county under ORS 475B.759 (4). The county commission shall appoint the following members to the county cannabis advisory panel:**

**(a) A person who holds a license issued under ORS 475B.070 for a premises located in the county;**

**(b) A person who holds a license issued under ORS 475B.105 for a premises located in the county;**

**(c) A designee of the county sheriff;**

**(d) A designee of the county commission;**

**(e) A member of the public;**

**(f) A watermaster, as described in ORS 540.020, who is appointed for a water district in, partially in or near the county; and**

**(g) A representative of the county who is knowledgeable about economic development in the county.**

**(2) A county cannabis advisory panel shall provide recommendations to the county commission on at least the following:**

**(a) The use of moneys transferred to the county under ORS 475B.759;**

**(b) Increases in public safety measures related to marijuana use and marijuana entities in the county; and**

**(c) Issues presented by the production, processing, wholesaling and distribution of marijuana in the unincorporated area subject to the jurisdiction of the county.**

**(3)(a) A county cannabis advisory panel shall meet at least quarterly during the time in which the county receives transfers of moneys under ORS 475B.759, beginning not later than the date on which an ordinance described under ORS 475B.759 (4)(d) is proposed by the county.**

**(b) A county that adopts an ordinance described in ORS 475B.759 (4)(d) and that does not appoint a county cannabis advisory panel under this section is not eligible to receive transfers of moneys under ORS 475B.759.**

**SECTION 4. Notwithstanding section 3 (3) of this 2021 Act, a county that adopts an ordinance described in ORS 475B.759 (4)(d) between January 1, 2018, and September 1, 2021, is eligible to receive transfers of moneys under ORS 475B.759 when the county appoints a county cannabis advisory panel, as described in section 3 of this 2021 Act.**

**SECTION 5. (1) Sections 3 and 4 of this 2021 Act and the amendments to ORS 475B.759 and section 5, chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020)), by sections 1 and 2 of this 2021 Act become operative on January 1, 2022.**

**(2) The Department of Revenue and a county may take any action before the operative date specified in subsection (1) of this section that is necessary to enable the department and the county to exercise, on and after the operative date specified in subsection (1) of this section, all of the duties, functions and powers conferred on the department and the county by sections 3 and 4 of this 2021 Act and the amendments to ORS 475B.759 and section 5, chapter 2, Oregon Laws 2021 (Ballot Measure 110 (2020)), by sections 1 and 2 of this 2021 Act.**

**SECTION 6. This 2021 Act takes effect on the 91st day after the date on which the 2021 regular session of the Eighty-first Legislative Assembly adjourns sine die.**

**Passed by House June 15, 2021**

.....  
Timothy G. Sekerak, Chief Clerk of House

.....  
Tina Kotek, Speaker of House

**Passed by Senate June 25, 2021**

.....  
Peter Courtney, President of Senate

**Received by Governor:**

.....M,....., 2021

**Approved:**

.....M,....., 2021

.....  
Kate Brown, Governor

**Filed in Office of Secretary of State:**

.....M,....., 2021

.....  
Shemia Fagan, Secretary of State



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, July 14, 2021

**SUBJECT:** 2021 Legislative Session Outcomes and Impacts

### **BACKGROUND AND POLICY IMPLICATIONS:**

*The 2021 state legislative session came to a close on June 26 after more than five months of mostly virtual work. Staff and the County's lobbyist, Pac/West, will provide updates on the outcomes and impacts of priority legislation.*

*During the 2021 Legislative Session, the County achieved many of its legislative priorities, including:*

- *The Legislature also approved funding for two new circuit court judges for Deschutes County.*
- *Legislators approved a bill that will allow counties to authorize construction of accessory dwelling units on lands zoned for rural residential use.*

*2,519 bills were introduced in the 2021 Legislative session. A brief summary of key bills that will have significant fiscal or operational impacts on County departments is available below. Additional updates will be provided by staff during the Board's meeting on July 14.*

### **CLERK'S OFFICE:**

- **HB 3291** - *If ballot mailed, extends date to be received by Clerk's office by seven days. Extends certification of election seven days. Moves quarterly election date from third Tuesday in September to fourth Tuesday in August. Allows county clerks to open and begin counting ballot upon receipt.*
- **SB 27** - *If approved by SOS, Clerk can use a different procedure rather than providing voter with secrecy envelope or secrecy sleeve.*
- **SB 250** - *Provides flexibility to adjust recording hours of operation to accommodate training and emergencies with limit of two closures per year.*

### **COMMUNITY DEVELOPMENT:**

- Will provide updates during the Board's July 14 meeting.

## COMMUNITY JUSTICE:

• **SB 620** - Allows counties the discretion to not charge and collect probation fees. That bill passed the Senate without any opposition. However, the incredibly positive May revenue forecast, combined with the infusion of federal COVID relief funds, meant the legislature could entirely eliminate probation fees statewide with a \$10 million backfill to prevent service reduction. As a result, Senate Bill 620 was amended to remove the fees and Section 165 of House Bill 5006 provided the backfill.

For Adult P&P the loss of supervision fees is a decrease to revenue of \$180,000 but with the backfill there should not be any major impact.

• **HB 497** - Expands community correction services and funding to include certain misdemeanor domestic violence and sex crime misdemeanor cases. We knew this would likely pass but planned for it not coming through just in case with general fund transfer in. We will see what this additional revenue looks like for us and recalibrate from there.

• Overall significant community corrections baseline budget expansions through the Department of Corrections (DOC) budget bill, **HB 5004**. Full funding for JRI and other specialty programs occurred through the Criminal Justice Commission (CJC) budget bill, **HB 5005**. We will see how/what shortfalls this will help with as we move through the next biennium.

## DA's OFFICE:

- **SB 819** - Will result in the review of dozens of closed cases annually to assess whether the sentence that was ordered in the past should remain in place or be modified. This bill relates to petitions for conviction reconsideration.

**FACILITIES:** The addition of two Circuit Court judges in Deschutes County will have impacts related to Courthouse expansion.

## HEALTH SERVICES:

- **Behavioral Health** provided the attached update from AOCMHP as a summary of bill that have a direct impact on their division.
- **Public Health**
  - **HB 5024 – OHA Budget bill:** Passed out of the House and Senate and is at the Governor's Office awaiting signature. The recommended budget includes \$45 million for the 2022-23 budget for OHA's public health modernization efforts. It was only a \$5M investment in the 2018-2019 biennium, and only \$15M in 2020-2021. This funding will largely support the work of local public health authorities, community-based organizations, and tribes to improve health outcomes in the

*areas of communicable disease control, emergency preparedness and response, health equity, and environmental health. This will result in grant opportunities becoming available for local public health authorities in the target areas identified. It is unclear when modernization grant opportunities and funds will be released.*

- **SB 587 – Statewide Tobacco Retail Licensure (TRL):** *Passed out of the House and Senate and is at the Governor’s Office awaiting signature. It requires Oregon businesses to obtain an annual license issued by the Department of Revenue in order to sell tobacco products, including electronic cigarettes. The local public health authority has the option to administer and enforce the standards established by the state TRL law locally. The Department of Revenue will collect the fees and transfer the money to, the enforcing agency. The enforcement agency, either Oregon Health Authority or Deschutes County, will establish the fees, collect data, provide education to tobacco retailers, perform compliance inspections, and may enforce civil penalties on businesses that violate the law. The law goes into effect on January 1, 2022.*

#### **NATURAL RESOURCES:**

- **SB 762** will be discussed during the Board’s July 14 meeting.

#### **SOLID WASTE:**

- Will provide updates during the Board’s July 14 meeting.

#### **VETERANS’ SERVICES:**

- **HB 5036** Oregon Department of Veterans Affairs budget passed which includes \$173,000 in pass through funds for the Deschutes County Veterans’ Services Office.

#### **BUDGET IMPACTS:**

*Noted within department summaries, if applicable.*

#### **ATTENDANCE:**

*Department Heads, Whitney Hale, Communications Director, Phil Scheuers, Pac/West,*

# Weekly Capitol Activity Report

2021 Oregon State Legislature  
AOCMHP

Week of June 14

## CAPITOL CLIMATE

Like salmon smolts approaching the ocean, those of us swimming in legislative waters can smell the salt of Sine Die.

This week the legislature began making moves that signal the beginning of the end: passing big budgets, shutting down Ways and Means Subcommittees, and introducing the Sine Die bill. At the beginning of the week it was hard to fathom that the legislature had only 13 days left to finish its business. Many decisions were still up in the air and there was a substantial list of bills piling up for hearings in the Rules Committees, Ways and Means Subcommittees and on the House and Senate floors for a vote. But the legislature picked up the pace, legislators kept their comments brief, and now it begins to feel like the end is in sight.

Speculation continues on the precise day of adjournment next week. We heard the Senate President was angling for Thursday, while others believe the legislature will have to work through next weekend to the constitutional date of June 27th to finish all of their business.

Nineteenth Century author and postal clerk, Anthony Trollope once wrote: “There are some achievements which are never done in the presence of those who hear of them. Catching salmon is one, and working all night is another.”

To legislators working in an empty building, it may seem like Trollope saw their future. But we at NW Public Affairs will be listening. So let’s hope Trollope was half-right and soon we’ll all be catching salmon in peace.

Speaking of peace, the legislature released the interim calendar this week which we have attached for your reference. Note that it includes dates for a possible special session in September.

## UPDATES

### Updates on Key Priorities

**Parity:** HB 3046 was formally released to a subcommittee early this week. It was worked out of the Ways and Means Human Services Subcommittee on Wednesday. More below.

**Telehealth:** The bill has been signed into law by the Governor.

**CCBHCs:** See below.

**I/DD:** See below for more details .

### Historic BH Investment Package

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Jacob Bell c: 913-231-7080 e: [jacob@nwpublicaffairs.com](mailto:jacob@nwpublicaffairs.com)

# Weekly Capitol Activity Report

## 2021 Oregon State Legislature

### AOCMHP

This week the legislature passed the Oregon Health Authority Budget and several policy bills that represent a historic investment in the behavioral health system and sizable allocations to community mental health programs. Here is the overview:

#### OHA Budget:

- **No cuts** to inflation for CMHPs or to the CHOICE program as recommended by the Governor's budget
- **\$70.2M** to completely backfill marijuana revenue dedicated to behavioral health that was redirected by M110
- **\$21.5M** for "aid and assist" community restoration and clinical services, rental assistance and wraparound support, the majority of which will be allocated to CMHPs
- **\$25M** for continuation of the Certified Community Behavioral Health Clinic Program through the 21-23 biennium (the evaluation language in HB 3123 was turned into a budget note. See below)
- **\$50M** for the "Transformation and System Alignment" special purpose appropriation for "investments that align outcomes, roles, responsibilities, risk and incentives in Oregon's behavioral health system." (See associated budget note below)
- **\$130M** for the "Regional Development and Innovation" special purpose appropriation for "capital, start-up, and operational costs related to increasing statewide capacity of licensed residential facilities and housing for people with behavioral health needs." (See associated budget note below)

#### HB 2417B Mobile Crisis:

- HB 3069 was added to a much amended version of HB 2417 (click linked bill number for final version of the bill). This language is a huge improvement over where both bills started this session. The bill allocates **\$15M**. \$5M of this money is a one-time allocation for "costs associated with the crisis hotline center" and **\$10M of it is an ongoing appropriation for mobile crisis services provided by CMHPs, doubling the current biennial investment.**

#### HB 2949B: Workforce Investments:

- The final version of Rep Bynum's workforce bill allocates **\$60M** to the "Behavioral Health Incentive Subaccount" created by the measure and **\$20M** for the coverage of supervision costs. **Of this \$20M, \$7M is dedicated specifically to CMHPs for this purpose.** We will need to work closely with OHA and the Oregon Health Policy Board to ensure that a portion of the \$60M in the BH incentive subaccount is dedicated to the public BH system.

Additionally, the OHA budget allocated \$31M for the opening of two SRTF units at Junction City as anticipated. It also set aside an additional \$20M for the Emergency Board to address OSH staffing issues in the near future once a sustainable plan is developed. See budget note below where CMHPs are called out as a required stakeholder in these conversations.

Finally, LFO recommended a budget note that requires them to work with DAS in the interim to develop a new agency budget structure for OHA that will provide for more transparency and clarity.

#### Adopted Budget Notes:

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# Weekly Capitol Activity Report

## 2021 Oregon State Legislature

### AOCMHP

1. **Regional Development and Innovation** The Oregon Health Authority (OHA) shall award up to \$5 million to community mental health programs, tribes, Regional Health Equity Coalitions, and other community grantees by September 1, 2021 for identifying community needs, assessing the feasibility and sustainability of potential projects, and other planning activities necessary to increase residential facility and housing capacity with a focus on reducing health inequities. OHA, in consultation with Oregon Housing and Community Services and OHA's advisory councils, including, but not limited to, the Oversight and Accountability Council, the Oregon Consumer Advisory Council and the System of Care Advisory Council, shall issue a Request for Proposals by December 31, 2021 and a recommendation for how to invest available funds for increasing culturally and linguistically appropriate residential treatment and housing capacity to the legislature by March 1, 2022. ***Note: while we were asked for our estimation for reasonable planning grant amounts, the budget note does not specifically instruct the agency to provide planning grant monies to the CMHPs through the CFAAs. We will need to work closely with the agency in the interim to ensure that the planning grant monies end up in the right hands and that the established regions are workable for CMHPs.***
2. **Transformation and System Alignment** The Oregon Health Authority (OHA) shall contract with a third-party evaluator to evaluate current behavioral health programs with respect to budget, staffing, data and metrics analysis and tracking, and contracts. The evaluator shall submit a roadmap to increasing financial transparency, accountability and ongoing reporting on Oregon's behavioral health needs and outcomes. As part of this work, County Financial Assistance Agreements should align with coordinated care organization contracts by addressing roles and responsibilities, and ensuring Oregon is maximizing federal funding. The contract shall also recommend risk alignment addressing liability concerns, administrative support, and oversight required of community mental health programs in monitoring treatment services, safety and compliance, and abuse and neglect investigations, as well as overseeing corrective plans, site reviews, crisis services, civil commitment process, and discharge transitions. OHA may request funding to operationalize these recommendations.
3. **Certified Community Behavioral Health Clinics** The Oregon Health Authority (OHA) shall administer the certified community behavioral health clinic (CCBHC) demonstration program and evaluate whether CCBHCs: 1) increase access to behavioral health treatment for residents of this state; 2) provide integrated physical and behavioral health care; 3) offer services that result in improved health outcomes, lower overall health care costs and improved overall community health; and 4) reduce the cost of care for coordinated care organization members. No later than February 1, 2023, OHA shall report its findings to the interim committees and subcommittees of the Legislative Assembly related to health and mental health and to the interim subcommittee of the Joint Committee on Ways and Means with authority over human services agencies' budgets.
4. **CCO Contracts** The Oregon Health Authority shall report to the Legislature on its plans for the next round of coordinated care organization contracting. The report shall include: 1) anticipated milestones and deadline dates; 2) an outline of how the process will provide public transparency and communication; and 3) the anticipated resources the agency will need to

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# Weekly Capitol Activity Report

## 2021 Oregon State Legislature

### AOCMHP

perform the next round of CCO contracting. The report shall be delivered to the Joint Committee on Ways and Means by January 1, 2023

5. **Aid and Assist Services** The Oregon Health Authority shall report to the Department of Administrative Services Chief Financial Office and Legislative Fiscal Office on February 1, 2022 and February 1, 2023 on the number of aid and assist clients served at the Oregon State Hospital and through community restoration, amount of funding awarded to communities and providers, and actual expenditures by community mental health program or direct contracts from the funding available in the agency's budget for community restoration services, case rate payments, and housing and wraparound services. The reported dollar amounts shall be detailed according to specific service. For amounts expended or obligated on housing and rental assistance, the report shall identify the number of individuals placed in housing as a result of the investments.
6. **State Hospital Staffing - Special Purpose Appropriation** The Oregon Health Authority (OHA) shall consult with relevant stakeholders to resolve staffing shortfalls at the Oregon State Hospital. The relevant stakeholders OHA shall consult with include, but are not limited to, managerial and direct care staff employed by the Oregon State Hospital; community mental health programs; and hospital and other health care providers. No later than November 1, 2021, OHA shall submit a financially and programmatically sustainable plan to the Emergency Board or Interim Joint Committee on Ways and Means that provides solutions for maintaining appropriate daily staffing levels to ensure the safety of both patients and staff.
7. **Appropriation Structure** The Oregon Health Authority shall work with the Department of Administrative Services Chief Financial Office and Legislative Fiscal Office to establish a more detailed agency appropriation structure for its primary biennial budget bill. At a minimum, this structure shall detail the amount of funding budgeted for Medicaid, non-Medicaid behavioral health, the Public Health Division, Health Policy and Analytics Division, Oregon State Hospital, the Public Employees' Benefit Board, Oregon Educators Benefit Board, and central administrative functions. This new budget structure shall be recommended and prepared prior to the 2023 legislative session.

#### HB 2086 - Governor's BH Advisory Council Bill

On Friday the GBHAC bill finally posted for a work session in the Capitol Construction committee. The committee adopted the [A6 amendments](#) which require OHA to do the following:

- Increase reimbursement rates for co-occurring disorder treatment and provide start-up funding for treatment programs that provide integrated co-occurring disorder treatment; the measure appropriates **\$10.2 million** for this purpose.
- Establish programs that ensure access to culturally specific and responsive services.
- Continually evaluate opportunities to reduce the burden of documentation requirements for providers seeking certificates of approval.
- Study and report on Medicaid rates paid for behavioral health services.
- Adopt rules requiring coordinated care organizations to provide housing navigation services and address social determinates of health.

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# Weekly Capitol Activity Report

## 2021 Oregon State Legislature

### AOCMHP

- Collect data from providers who offer intensive behavioral health treatment services; the measure appropriates \$400,000 General fund for this purpose.
- Report on the demand and capacity of intensive behavioral health treatment for children.
- Support a new Behavioral Health Committee established by the Oregon Health Policy Board charged with developing quality metrics and incentives to improve behavioral health services (CMHPs are a required participant in this committee)

The Committee passed the bill unanimously and it will now go the Full Ways and Means Committee.

#### Parity in Ways and Means

The -A6 amendment was adopted unanimously by the subcommittee. The bill was then moved to the full committee unanimously. Representative Nosse (D-SE Portland) will be the carrier to the full committee and to the House floor. Senator Gelser (D-Corvallis) will be the carrier on the Senate floor.

#### DHS Budget - SB 5529

We were anxiously awaiting the release of the DHS budget to determine the level of funding that the CDDPs would receive as part of the case management budget. Throughout this session, we worked with the Brokerages on a unified advocacy strategy, and this was the week that we would see whether the legislature was going to invest into this system.

Although the materials did not give us much clarity, we reached out to LFO later this week after the materials posted to determine what level the CDDPs and Brokerages were funded at. After several biennia of significant underfunding, **the legislature made significant investments into the case management system.** Funded through the workload model, the CDDPs will be receiving 93% of full funding of the model. In past biennia, we were closer to 80%.

Although this is rough math, this investment comes in \$87.6 million over the 2019-2021 total funding levels. This is a 42% increase from last session. The total funds budget for CDDPs is \$295.7 million. We are excited about this level of investment.

One other note in the DHS budget is that the \$1.4 million allocation for family-to-family networks, which was cut during last year's second special session, has been restored.

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