



INTERGOVERNMENTAL AGREEMENT
Agreement No. 2024-467

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be **July 1, 2024**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when both Parties accept each other's completed performance or on **June 30, 2025**, whichever date occurs last.
2. **PARTIES:** Bend-La Pine Schools, a political subdivision of the State of Oregon, (hereinafter referred to as "BLS") and Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Public Health Division (hereinafter referred to as "County"), collectively referred to as "Party" or "Parties".
3. **DESCRIPTION:**
Deschutes County Health Services (County) and Bend-La Pine Schools (BLS) recognizes the importance of student's health so they can learn effectively and thrive both now and in the future. Therefore, the Parties are leveraging this powerful community collaboration to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools. These PHSs serve as public health experts to administrators, staff and students of all ages as this model is fully implemented.

Collaboration between County and BLS incorporates a Whole School, Whole Community, Whole Child (WSCC) model, serving the needs of the whole child in the setting where they spend most of their time – their local school. Staff, family, and community engagement, training, and support will also be incorporated within this model as part of the PHSs work, thus complementing and enhancing existing systems.

As a mostly Tier I prevention and intervention, Healthy Schools focuses toward identification, education, and intervention on behalf of the whole child to support healthy school environments for optimal learning, personal well-being.

- A. Healthy Schools strategic plan and evaluation plan was completed in Fall of 2021. The Evaluation Plan includes agreed upon baseline and outcome data to drive continued and sustained program evaluation work. Both Parties agree to an evaluation plan that includes process and outcome objectives, measured annually, which ultimately demonstrate behavior change as a result of the intervention. Process objectives describe the activities/ services/ strategies that will be delivered as part of implementing the program. Process objectives, by their nature, are usually short-term and represent counts of something being done. Outcome objectives specify the intended effect of the program in the target population or end result of a program. The outcome objective focuses on what the target population(s) will know or will be able to do as a result of the program/activity. BLS will take necessary steps to support student data collection in agreement with the agreed upon Evaluation Plan. Whenever possible, existing tools and surveys such as the Oregon Student Healthy Survey will be utilized when available.
- B. Both Parties agree and will cause applicable staff/representatives to agree, to treat confidential information in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA") and the Federal Education Privacy Rights Act ("FERPA"), as appropriate.
- C. Personnel. PHSs will work directly with administrators, counselors, staff, parents and students in order to improve adolescent health, access to learning, reduce risk-taking behaviors, and improve school culture at a level that will produce cost savings and reduce social and financial burden to our community. Issues to be addressed may include adolescent suicide ideation, vaping, bullying, social media risks, tobacco and alcohol use, pregnancy, and sexually transmitted infections as well as other emerging risks and infectious diseases that may keep students away or disconnected with school, which increases the likelihood of negative consequences in adulthood. County and BLS designed the Healthy Schools concept together, acknowledging the needs of students and families, as well as each agency's strengths.

The full model of PHSs in BLS provides for six (6) staff, five (5) 1.0 FTE PHSs and one (1) 1.0 FTE County Health Services Supervisor. Each PHSs will serve one (1) school vertical alignment. Vertical alignment is defined by a High School, and its associated middle schools.

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

4. SCHOOL (BLS) RESPONSIBILITIES:

- A. School shall designate a Point of Contact (POC) to provide ongoing communication and coordination with County designated staff.
- B. School shall accommodate County at applicable BLS locations to allow County to provide services. "Accommodations" may include but not be limited to: a private room where County may consult with individual seeking services within BLS usual and customary business hours.
- C. BLS shall provide the following:
- Sustainable matching funding: \$474,026 for Fiscal Year 2025
 - Office space for Public Health Specialist staff at schools
 - Access to buildings, during working hours, including Non-staff district ID badge
 - Ability for Healthy Schools staff to conduct program evaluation, including data-collection tools agreed upon by district and County partners, and to access-level data related to the data collection, which includes but is not limited to student, staff and parent surveying
 - A BLS non-staff e-mail account
 - Inclusion on school site specific email distribution lists for schools served
 - A point of contact at each school
 - Members for Healthy Schools Steering and Operation Committee
 - Identification as a School Affiliated Partner (KJA-AR) for the purpose of materials generated in support of the programs goals.
 - Regular joint communication with internal and external entities

5. COUNTY RESPONSIBILITIES:

- A. County shall designate a Point of Contact (POC) to provide ongoing communication and coordination with BLS designated representative.
- B. Program services are voluntary and may be requested or declined (as applicable) by the individual seeking services and/or residing at School location.
- C. County shall provide the following:
- Sustainable staffing and matching funding: \$474,026 for Fiscal Year 2025, six (6) staff, five (5) 1.0 FTE PHSs and one (1) 1.0 FTE County Health Services Supervisor
 - Program staff supervision and evaluation
 - Computers, cell phones and other equipment for Healthy Schools staff
 - Office drop-in space at County buildings
 - Primary point of contact
 - Members for Healthy Schools Steering and Operation Committee
 - Fiscal management of the program
 - Comprehensive program evaluation
 - Data tracking and program analysis
 - Regular joint communication with internal and external entities

6. COMPENSATION:

The maximum compensation under this Agreement is **\$474,026** (detailed under “School Responsibilities” above). County shall invoice BLS on a quarterly basis, as agreed upon between the Parties. If this Agreement is to be amended, the amendment shall be agreed to by both Parties and made in writing. The amendment shall be signed by both Parties and fully executed before either Party performs work subject to the amendment.

7. TERMINATION:

Either Party may terminate this Agreement for any reason by providing a thirty (30) day written notice to the other Party.

8. INDEMNITY AND INSURANCE:

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall defend, save, hold harmless and indemnify each other, their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of each other's or their officers, employees, contractors, or agents under this Agreement. No Party shall be liable to any other Party for any incidental or consequential damages arising out of or related to this Agreement. Neither Party shall be liable for any damages of any sort arising solely from the rightful termination of this Agreement or any part hereof in accordance with its terms.

A. Each Party subject to this Agreement at that Parties' expense shall obtain and maintain insurance of the types and amounts described herein and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, and CERTIFICATES OF INSURANCE before the Party performs under this Agreement. Insurance shall be in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to COUNTY.

COUNTY shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. If a Party to this Agreement is not in compliance with the insurance requirements, COUNTY may issue a stop work order (or the equivalent) until the insurance is in full force or COUNTY may, at COUNTY'S discretion, immediately terminate the Agreement. **The Insurance and Indemnification requirements as outlined in this Paragraph 8 may be satisfied through the Party's program of self-insurance, as applicable.**

B. Types and Amounts:

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

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

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

Applicable to:

BLS COUNTY'S PROGRAM OF SELF-INSURANCE MAY SATISFY THE ABOVE STATED LIMITS

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

Bodily Injury, Death and Property Damage:

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

Applicable to:

BLS COUNTY'S PROGRAM OF SELF-INSURANCE MAY SATISFY THE ABOVE STATED LIMITS

- iv. **AUTOMOBILE LIABILITY.** Automobile Liability insurance covering all owned non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by COUNTY:

Bodily Injury, Death and Property Damage:

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

Applicable to:

BLS COUNTY NOT APPLICABLE

- v. **ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance must include **Deschutes County, BLS**, their officers, employees, agents and volunteers as Additional Insureds but only with respect to the Parties' activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- vi. **"TAIL COVERAGE"**. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Party shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of twenty-four (24) months following the later of: (1) the Parties' completion and COUNTY'S acceptance of all services required under this Agreement or, (2) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the Party elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty (24) month period described above, then Party may request and COUNTY may grant approval of the maximum "tail" coverage period reasonable available in the marketplace. If COUNTY approval is granted, Party shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- vii. **Certificates of Insurance.** COUNTY shall obtain from applicable Parties as determined above, a certificate(s) of insurance for all required insurance before the Party performs under this Agreement. The certificate(s) or an attached endorsement must specify: (1) all entities and individuals who are endorsed on the policy as Additional Insured and (2) for insurance on "claims made" basis, the extended reporting periods applicable to "tail" or continuous claims made coverage. Applicable Party shall immediately notify COUNTY of any change in insurance coverage.
- viii. County shall not authorize any Party to begin work under the Agreement until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Agreement as permitted by the Agreement provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Party to work under this Agreement when the County is aware that the Party is not in compliance with the insurance requirements.

9. PARTIES ARE INDEPENDENT:

Parties shall provide the services described in this Agreement under "Responsibilities". Each Party shall be deemed an independent contractor(s) for all purposes. Parties shall each be responsible for their own employees and agents, including without limitation supervision, pay, compensation, social security taxes and state and federal taxes.

10. PUBLICITY:

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

11. NON-ASSIGNABILITY:

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

12. ACCESS TO RECORDS:

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

13. FEDERAL REQUIREMENTS:

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

14. GOVERNING LAW:

The validity, construction, and interpretation of this Agreement, including the rights and duties of the Parties hereto, shall be governed by the laws of the State of Oregon.

15. SEVERABILITY:

Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, however, if any provision is deemed to be invalid or unenforceable for any reason, then the Agreement shall be ineffective as to that provision only, and the remainder shall continue in full force and effect.

16. CONFIDENTIALITY:

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

- A. Shall not use, release or disclose any information concerning any employee, client, applicant or person for any purpose not directly connected with the administration of each Parties' responsibilities under this Agreement except upon written consent of each Party, and if applicable, the employee, client, applicant or person.
- B. Not disclose PHI to any third party without the other Party's prior written consent, except as required by law. Each Party shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement.
- C. Not use or disclose PHI except as permitted by law.
- D. Implement appropriate safeguards to prevent unauthorized use or disclosure of PHI. Each Party shall ensure that its agents, employees, officers and subcontractors with access to records understand and comply with this confidentiality provision. Each Party shall cooperate with each other in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- E. Comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Agreement.
- F. Mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Agreement.

- G. Promptly report to the other Party any use or disclosure of PHI not permitted by this Agreement of which it becomes aware.
- H. Make its internal practices, books, and records (including the pertinent provisions of this Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining Party's compliance with HIPAA.
- I. Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Party with respect to security and privacy of such information.
- J. Make PHI available to the other Party as necessary to satisfy the other Party's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- K. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party's obligations under 45 CFR 164.526.
- L. To the extent that a Party is to carry out one or more obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Party in the performance of such obligation(s).
- M. If a Party (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect a Party's books and records relating to the use and disclosure of PHI, the Party, to the extent it is not legally prohibited from so doing, shall promptly notify the other Party and cooperate with the other Party in connection with any reasonable and appropriate action the Parties deem necessary with respect to such PHI.
- N. If any part of a Party's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
 - i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of either Party, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to the other Party any security incident relating to the EPHI that either Party maintains.
- O. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- P. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

17. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Parties agree to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Parties will, following the discovery of a HIPAA Breach, notify the other Party immediately and in no event later than seven (7) business days after Party discovers such HIPAA Breach, unless the Party is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to the other Party, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to a Party or, by exercising reasonable diligence, would have been known to the Party. Parties will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Party. No later than seven (7) business days following a HIPAA Breach, Party shall provide the other Party with sufficient information to permit the other Party to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) a Party, the Party will provide the other Party with: (i) contact information for individuals who were or who may have been impacted by the HIPAA

Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Party has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that the Party may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, the Party will have a continuing duty to inform the other Party of new information learned by Party regarding the HIPAA Breach, including but not limited to the information described herein.

- D. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements above, Parties agree to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, a Party believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. **Breach Indemnification.** Each Party shall indemnify, defend and hold the other Party harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the Party’s the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) the Party’s breach of any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information.

18. COUNTY CODE PROVISIONS:

Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:
<http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.

19. NO WAIVER OF CLAIMS:

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

20. MODIFICATION:

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

21. INTEGRATION:

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

22. SB 675 (2015) REPRESENTATION AND COVENANT.

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

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

<u>To School District:</u>	<u>To County:</u>
Steve Cook, Superintendent	Heather Kaisner, Deputy Director
Bend-La Pine School District	Deschutes County Health Services
520 NW Wall Street	2577 NE Courtney Dr.
Bend, Oregon 97703	Bend, Oregon 97701
Phone No. 541-355-1001	Phone No. 541-322-7663
Fax No. 541-355-1009	Fax No. 541-322-7565
steve.cook@bend.k12.or.us	heather.kaisner@deschutes.org Cc: grace.evans@deschutes.org

24. REQUIRED FEDERAL TERMS AND CONDITIONS:

COUNTY and BLS shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the agreement for services determined and agreed to by and between the Parties. For the 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.

A. Miscellaneous Federal Provisions

All federal laws, regulations, and executive orders applicable to the Agreement or the delivery of Work. Without limiting the generality of the foregoing, County and BLS expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996 and HIPAA Omnibus Rule of 2013, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

B. Equal Employment Opportunity

If this Agreement, including amendments, is for more than \$10,000, then all Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

C. Clean Air, Clean Water, EPA Regulations

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

D. Energy Efficiency

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

E. Truth in Lobbying

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

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of applicable Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of the United States Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any

federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of United States Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Party shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was 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.
- iv. No part of any federal funds paid to BLS or Deschutes County 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 or legislative body, except in presentation to the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government.
- v. No part of any federal funds paid to BLS or Deschutes County 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.
- vi. Prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- vii. No part of any federal funds paid to BLS or Deschutes County 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.

F. Resource and Conservation and Recovery.

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

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

H. Debarment and Suspension.

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

I. Drug-Free Workplace

Each Party shall comply with the following provisions to maintain a drug-free workplace: (i) Each Party certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in the Party's workplace or while providing services to OHA clients. Each Party's notice shall specify the actions that will be taken by the Party against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, each Party's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this 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 employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through the implementation of subparagraphs (i) through (vi) above; (viii) Each Party shall comply with subparagraphs (i) through (vii) above; (ix) No Party, nor any employee, officer, or agent of the Party may provide any service required under this 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 controlled substance, prescription or non-prescription medication that impairs the employee, officer, or agent in the performance of an essential job function or creates a direct threat to clients or to others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the Agreement.

J. Pro-Children Act

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

K. Medicaid Services

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

- i. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- ii. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- iii. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- iv. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Each Party shall acknowledge the Party's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- v. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt

written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

L. ADA

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

M. Agency-Based Voter Registration

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

N. Disclosure

- i. Parties shall comply with the provisions of 42 CFR 455.104 which requires the State Medicaid Agency to obtain the following information from any Provider of Medicaid or CHIP services, including fiscal agents of Providers and managed care entities: (1) the name and address (including the primary business address, every business location and PO Box address) of any person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the Provider, fiscal agent or managed care entity or of any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the Provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the Provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other Provider, fiscal agent or managed care entity in which an owner of the Provider, fiscal agent or managed care entity has an ownership or control interest; and (5) the name, address, date of birth and Social Security Number of any managing employee of the Provider, fiscal agent or managed care entity.
- ii. Parties shall comply with the provisions of 42 CFR 455.434 which requires as a condition of enrollment as a Medicaid or CHIP Provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the Provider based on risk of fraud, waste and abuse under federal law. As such, a Provider must disclose any person with a 5% or greater direct or indirect ownership interest in the Provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.
- iii. 45 CFR 75.113 requires applicants and recipients of federal funds to disclose, in a timely manner, in writing to the United States Health and Human Services HHS (HHS) awarding agency or pass-through entity all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the HHS Office of the Inspector General at the following address:

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

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

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

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

25. Covid19 Provisions

- A. Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. BLS cannot completely mitigate the transfer of communicable diseases like COVID-19. County understand there is some risk associated with using BLS facilities and assumes said risk. Use of BLS facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. County understand the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. County acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.
- B. Indemnification: In consideration for use of the BLS property, County agree to waive and discharge any and all claims against the BLS and release it from liability for any claim, demand, loss of any nature arising out of County’s alleged failure to follow the CDC, federal, state, or local orders regarding COVID-19. County also agree to release, exonerate, discharge and Hold Harmless the BLS, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, but not including attorney fees, arising out of injuries of any kind to County, or to its property, or losses of any kind which may result from or in connection with the use of the BLS’s facility, unless caused by the negligent actions of the BLS or its employees or agents, or in the case of COVID-19, if caused by the BLS’s failure to follow the CDC, federal, state, or local orders regarding COVID-19. County certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.
- C. Insurance: County understands that the BLS does not carry insurance for communicable diseases including Covid-19 and County is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from County’s activities and use of BLS facilities that are sustained by any communicable disease, including but not limited to, COVID-19.

26. ENTIRE AGREEMENT AND COUNTERPARTS.

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

SIGNATURE PAGE

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

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY DIRECTOR OF HEALTH
SERVICES

PATTI ADAIR, Chair

ANTHONY DeBONE , Vice Chair

PHIL CHANG , Commissioner

Signature: Leah Bibeau
Leah Bibeau (Jul 23, 2024 07:38 PDT)

Email: leah.bibeau@bend.k12.or.us

Title: Finance Director

Company: Bend - La Pine School District

DESCHUTES COUNTY DOCUMENT SUMMARY

This form is required to be submitted with all contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If this form is not included with the document, the document will be returned to the Department.

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

Date: July 16, 2024 **Department:** Health Services, Public Health Division

Document Number: 2024-467

Type of Document: Intergovernmental Agreement (e.g., grant*, IGA, services agreement)

If an amendment, which Document No. is being amended? _____

Starting Date: July 1, 2024

Ending Date: June 30, 2025

Contractor/Supplier/Consultant Name: Bend-La Pine Schools

Annual Value or Total Payment: \$474,026.

Purpose of Document: Deschutes County Health Services (County) and Bend-La Pine Schools (BLS) recognize the impact student's health has on their ability to learn effectively and thrive both now and in the future. Therefore, the parties are leveraging this powerful community collaboration to place Public Health Specialists (PHSs) in each of the high schools and associated feeder schools. These PHSs serve as public health experts to administrators, counselors, staff, parents, and students to improve adolescent health, access to learning, reduce risk-taking behaviors, and improve school culture.

Collaboration between County and BLS incorporates a Whole School, Whole Community, Whole Child (WSCC) model, serving the needs of the whole child in the setting where they spend most of their time – their local school. Staff, family, and community engagement, training, and support will also be incorporated within this model as part of the PHSs work, thus complementing and enhancing existing systems.

The maximum compensation under this agreement is \$474,026 County shall invoice BLS on a quarterly basis, as agreed upon between the Parties.

Insurance certificate received (check box and add certificate to document or note N/A)
Insurance expiration date: N/A - County provides services Risk Mgmt review/date:

Contract initiation method:

- Not Applicable
- RFP, solicitation or bid process
- Informal quotes (<\$150K)
- Exempt from RFP, solicitation or bid process (specify below – see DCC §2.37)

Does this contract or agreement require payment to a vendor? Yes No

If **Yes**, is the vendor registered in Munis? Yes N/A

*if a grant, see signature authority section on next page

Funding Source: Included in current budget? Yes N/A

Cost Center/Project String: _____

If **No**, is a budget amendment required? Yes N/A

Departmental Contact and Title: Jessica Jacks, Program Manager
Phone #: 541-330-4632

Deputy Director Approval:

Signature: *Holly Harris*
Holly Harris (Jul 23, 2024 09:21 PDT)
Email: holly.harris@deschutes.org
Title: Behavioral Health Director
Company: Deschutes County Behavioral Health

Director Approval:

Signature: *Janice Garceau*
Janice Garceau (Jul 23, 2024 09:34 PDT)
Email: janice.garceau@deschutes.org
Title: Director
Company: Deschutes County Health Services

Distribution of Document: Grace Justice Evans, Health Services

Official Review:

County signature required (check one):

- BOCC (more than \$250,000) – BOARD AGENDA Item
- County Administrator (up to \$250,000)
- Department Head/Director (up to \$50,000)

For grants, signature required (check one):

- BOCC (more than \$50,000) – BOARD AGENDA Item
- County Administrator (up to \$50,000 if no match required and no new staff hired)
- Department Director (up to \$10,000 if no match required and no new staff hired)

Legal Review

Signature: *Kimberly Riley*
Kimberly Riley (Jul 15, 2024 14:06 PDT)
Email: kim.riley@deschutes.org
Title: Assistant Legal Counsel
Company: Deschutes County