

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-498
STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

Program Outline:

Deschutes County and contracted partners has undertaken the development of a Stabilization Center Project. In this collaborative effort between Deschutes County Health Services and Deschutes County Sheriff's Office in the development of a twenty-four (24) hour, seven (7) day a week Crisis Stabilization Center with a twenty-three (23) hour Respite and Sober Station. The goal of this project is to reduce the number of individuals with Serious Mental Illness who end up in the criminal justice system; reduce the number of individuals going to the Emergency Department for mental health crisis; assist individuals experiencing a mental health crisis stabilize in their community and become connected to resources so they engage in mental health treatment and regain a better quality of life; and to provide a place for Law Enforcement to quickly bring someone in a mental health crisis. The Deschutes County Stabilization Center (DCSC) is located at: 63311 NE Jamison Street, Bend, Oregon 97701

PPC Solutions Inc., is a licensed Security Guard Company. All assignments are filled with officers licensed in accordance with the Department of Public Safety Standards and Training.

- 1. Contractor shall perform the following work.** Contractor shall provide professional Private Security Services at the Stabilization Center location. Services shall include:
 - A. Provide Security Services in eight (8) or ten (10) hour shifts with an option of twenty-four hours (24), seven (7) days a week, three hundred sixty-five (365) days a year, as requested.
 - B. Patrols provided by unarmed Security Professionals may be performed in multiple ways throughout one shift: vehicle patrol and foot patrol. Security Professionals shall deter, detect, and detain with necessary force without putting themselves or others at unnecessary risk. All actions in any incidents shall be completely and accurately recorded and emailed to designated County e-mail. Any witnesses should have witness statements and be included with the report.
 - C. Security foot patrols shall be conducted every thirty (30) to forty-five (45) minutes of each Security Professional's area of responsibility. Prior to ending shift, Security Professional shall ensure that all exterior doors are secured.
 - D. Security Professional shall assist County staff with building or room checks and standby-services, as requested.
 - E. Contractor shall provide approved guard uniform, including any belt and equipment. Uniform and equipment must foster a professional, consistent appearance. Security Professional shall ensure their duty gear is clean and functional.
 - F. Security Professional shall maintain a presence of interior and exterior of the premises including the following:
 - i. Addressing a rule violation;
 - ii. Addressing an incident that has occurred;
 - iii. Reporting information, as needed, to County staff and Contractor supervisor.
 - G. Security Professional shall not have unauthorized visitors, alcohol, firearms, or any other equipment/material not authorized by County or Contractor.
 - H. Security Professional shall maintain their assigned work area in a clean, orderly condition. Any deficiencies in cleanliness or any broken equipment will be annotated in the shift log. Security Professional staff will not eat or snack at their work area; instead, a breakroom or kitchen/cafeteria shall be provided at County site location, which Security Professional staff may use.
 - I. Security Professional will conduct an inventory of on-site equipment (County owned and Contractor owned) to ensure accountability and condition. Deficiencies will be annotated in the shift log.
 - J. When Security Professional engages individuals on-site, Security Professional shall be mindful of: customer service, rules of County location, safety of County clients and County staff, public health and safety.

- K. Contractor shall be responsible for all hiring and training of Security Professional(s), including any replacement of existing Security Personnel. Contractor's on-boarding shall include but not be limited to: pre-employment assessment, reference checks, background checks, panel-style interview, and ensuring all officers meet applicable licensing requirements. Contractor shall guarantee and provide evidence that all applicable security personnel has completed all training courses outlined in **Exhibit "B"**.
 - L. Contractor shall, at Contractor's expense, conduct criminal background checks on all Security Professional personnel and certify in writing to County that nothing revealed by such background checks of said personnel that would create a reasonable doubt about the utilization of same for the services in a safe manner with the proper regard for security of DCSC, employees, affiliates, subsidiaries, clients, customers, vendors and other third parties.
 - M. Contractor shall certify any and all Security Professional whose background checks indicate the following convictions shall not be assigned to DCSC: any felony conviction, any conviction resulting in time spent in jail, more than one (1) misdemeanor of any kind (excluding traffic violations), any sex offense, any offense involving a weapon, any offense involving violence, any crime against a previous employer, and any crime involving fraud, theft, deception, etc.
 - N. Contractor shall ensure Security Professional strictly complies with DCSC's drug-free workplace policies, as the same may be amended by DCSC in its sole discretion.
 - O. County shall have the option to meet with Contractor's proposed Security Professional who is meant to be assigned to regular duties at the DCSC.
 - P. Contractor will generate "Post Orders" outlining all duties to be performed and specific expectations. Post Orders may be a collaborative document between County and Contractor ensuring County needs are met.
 - Q. Contractor will provide technology for tracking routine patrol, alarm responses, and standing uniform security officer sites. Officers enter observations through text, photographs, video or audio recordings, as applicable. Patrol tours are traced and observations recorded. Summaries and Reports shall be scheduled for automated processing daily to a County designated email. Each officer will keep a log of events while on duty. These events may include but not be limited to: foot patrol activity; incidents; observations of site violations; emergency services on-site; lunch breaks and short breaks.
 - R. Security Professional shall report all problems and incidents to County designated site supervisor or project manager.
 - S. Contractor shall designate a site supervisor or project manager to ensure Quality Assurance. Assigned supervisor shall provide oversight of all aspects of the project ensuring all deliverables are met. Designated site supervisor or project manager serves as single point of contact ensuring clear, concise and accurate communication.
- 2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:
- A. Designate an email for daily summary and reports.
 - B. Designate applicable emergency contacts for DCSC location and keep Contractor updated on most current emergency contact list.
 - C. County shall request applicable Security Professionals from Contractor in accordance with the fee schedule and shift schedule outlined in Paragraph 3, "Consideration".
 - D. County will provide designated office space at the DCSC to include water, sewer, electric and janitorial services.
 - E. County will provide a break room, kitchen or cafeteria where Security Professional may use for meal times or break times.

3. Consideration. Contractor shall invoice County in accordance with the fee schedule below.

A.

POSITION	DESCRIPTION	RATE	UNIT	QUANTITY	PERIOD	PERIOD COST	NO. OF PERIODS	TOTAL COST
Hourly Rate A	Eight hour shifts, seven days each week.	\$29.03	Hour	56	Week	\$ 1,625.68	52	\$ 84,535.36
Hourly Rate B	Ten hour shifts, seven days each week.	\$28.80	Hour	70	Week	\$ 2,016.00	52	\$ 104,832.00
Hourly Rate D	24/7 coverage	\$27.69	Hour	168	Week	\$ 4,651.92	52	\$ 241,899.84
Holiday Hourly Rate	135% of rate in each category							
Urgent Request	Any request with less than twenty-four (24) hours notice.	\$65.00	Hour					
Cancellation Policy	A four (4) hour minimum will be billed for cancelled assignments with less than twenty-four (24) hours notice.							

B. **Contractor’s proposed shift schedule:** One (1) guard on shift (either 8 hour or ten hour shifts as agreed upon between County and Contractor). Services provided Monday through Sunday, 24/7 coverage in accordance with the fee schedule outlined in Paragraph 3 A above.

4. The maximum compensation.

- A. The maximum compensation under this Contract shall not exceed **\$249,000**.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
 - 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
 - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor’s invoice for payment.
 - 3) In the event that a statutorily required license or insurance is suspended or not extended, County’s obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.

5. Schedule of Performance or Delivery.

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

6. Renewal. This Contract may be renewed, subject to availability of funding and County approval.

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-498
PPC SOLUTIONS INC. TRAINING

The foundation of our training is SOCS (Security Oriented Customer service). We have chosen this as our foundation as customer service is the root of each action an officer is taking, whether for the benefit of a guest, vendor or the customer. Customer Service is the corner stone of the Security industry and PPC prides itself with having the Best in the Business customer service.

All training is done in either a classroom or on the job setting depending on the phase of training. It is designed to use various media for delivery to ensure the greatest opportunity for comprehension and information retention. Typically, this involves written material; video/computer-based learning, interactive role-playing scenarios and follow up testing to ensure training effectiveness. All training materials are retained on our online system with access granted to the Client for verification. Our program is flexible to include client-specific training such as *Crisis Intervention Training*. Additional courses and certifications we offer may vary depending on client needs. For example, not all clients require, but we have provided *Basic Security Officer certification under the International Association for Healthcare Security and Safety (IAHSS)*. Each officer will complete any additional requirements that are site-specific to safety training as specified in the contract terms prior to being assigned to any site.

PPC training courses are scheduled on an ongoing basis to provide maximum opportunity for attendance without interfering with site needs and to meet contract requirements. Recertification tests are efficiently coordinated and tracked to ensure officers retain their certifications.

Below is a breakdown of PPCs basic training program. All team members are asked to complete the below training classes within their first 90 days of hire.

New Hire Processing: This is for all team members and must be completed prior to assignment in the field. During our new hire processing a wide range of topics are taught and discussed. Our Policy and Procedure manual is studied with emphasis placed on PPCs mission and goals, customer service, legal topics such as use of force and detainment authority as well as fundamental skills necessary for success in the security field. This process meets the DOL Pre-Assignment Training requirements for licensing purposes.

Phase Training (Individual): This is computer-based training broken into four phases that officers complete throughout their first two weeks of employment. It includes answering various open ended and multiple-choice questions as well as completing scenario questions, filling out logs, reports, and witness statements. This training reinforces orientation and gives the Field Training Officer (FTO) an opportunity to interact with the officers coaching them on the day-to-day procedures.

SOCS: SOCS is a trademarked curriculum developed by Personal Safety Training Incorporated and stands for **Security Oriented Customer Service** which our certified instructors present in a classroom setting. The purpose of SOCS is to empower officers by increasing their ability to effectively respond to customer service needs and behaviors.

Report Writing: Report Writing is taught by our PPC instructor. It covers the basics of writing a narrative, taking field notes, conducting field interviews as well as observation techniques. Report writing is a fundamental skill and offered twice a month to all team members.

First Aid/CPR/AED: PPC has certified First Aid/CPR/AED instructors on staff; the instructors attain and maintain certification in accordance with American Safety and Health Institute (ASHI) standards and use classroom training, written and visual aids, and practical exercises to certify team members in First Aid/CPR/AED.

Initial certification is for a two-year period; team members re-certify prior to the expiration of their First Aid/CPR/AED card to ensure continuity of coverage. Additionally, if there are any changes to the curriculum between certification dates, our certified instructors ensure training regarding the changes is given and documented.

AVADE: The AVADE® training is an integral piece of an effective workplace violence plan. An organization's overall plan should include administrative, behavioral and environmental strategies to prevent and mitigate the risk of workplace violence. The AVADE® Healthcare & Corporate Workplace Violence Prevention training programs are the only source that provides the administrative, behavioral and environmental strategies to keep your workplace safe from crime and violence. The AVADE® Healthcare & Corporate Workplace Violence Prevention training programs can be tailored to your agency's specific needs and dynamics. Our Master Trainer is certified to provide this training to our officers annually.

Defensive Tactics / Baton: This is a classroom, instructor led training provided by our Corporate Trainer for our officers with the goal of de-escalating a confrontation before it becomes physical. Officers are provided instruction and then led through hands-on practical application of the techniques. They are tested and evaluated in each phase of the training before being certified to carry any defensive tools while on-duty.

The training program is managed by our Corporate Trainer, Robert Read. He ensures each team member receives the same level of training throughout the company. He coordinates with each region operations team to ensure continuity and overall success of the program.

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-498
INSURANCE

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

Workers Compensation insurance must be 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).

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

Per Occurrence limit	Annual Aggregate limit
<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or any negligent acts related to services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this Contract is completed.

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

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

Per Single Claimant and Incident	All Claimants Arising from Single Incident
<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverage provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

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

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

Per Occurrence

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

Automobile Liability insurance coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this Contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

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

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds but only with respect to Contractor’s activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. Contractor or Contractor’s insurer must provide written notice to County at least thirty (30) calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. 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.

Tail Coverage. If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, Contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of : (i) Contractor’s completion and County ’s acceptance of all Services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Contractor may request and OHA may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

Workers Compensation. 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.

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

EXHIBIT D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-498
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

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

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

Sheila Leslie

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

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

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

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

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

C. Representation and Warranties.

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

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

Sheila Leslie

EXHIBIT E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-498
WORKERS' COMPENSATION EXEMPTION CERTIFICATION

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

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

✓ **NOT APPLICABLE**

- Contractor is providing Workers' Compensation certificate.

SOLE PROPRIETOR

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

CORPORATION - FOR PROFIT

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

CORPORATION - NONPROFIT

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

PARTNERSHIP

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

LIMITED LIABILITY COMPANY

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

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

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

Signature: *Sheila Leslie*

Email: sheila@phoenixprotectivecorp.com

Title: President

Company: PPC Solutions, Inc.

Exhibit F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-498
CONFIDENTIALITY AGREEMENT

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Contract in which services are being provided. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that **PPC Solutions, Inc.** ("Contractor") understand the obligation to maintain the confidentiality of information and records which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Contract to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Contract in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor's obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.

Signature: *Sheila Leslie*

Email: sheila@phoenixprotectivecorp.com

Title: President

Company: PPC Solutions, Inc.

Exhibit G
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-498
Compliance with provisions, requirements of funding source and
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES

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

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor 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 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. Contractor 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.
- 4. Energy Efficiency.** Contractor 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).
- 5. Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting 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 Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Contractor 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 Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature 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 Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 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 Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- 6. **Resource Conservation and Recovery.** Contractor 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 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.** Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor 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 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor 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.** County shall not permit any person or entity to be a contractor 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 names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. **Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor 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 Contractor's workplace or while

providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor 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, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the 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 calendar (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 implementation of subparagraphs (i) through (vii) above; (ix) Neither County, Contractor nor any of County's or Contractor's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor, County or Contractor's employees, officers, agents performance of essential job function or creates a direct threat to OHA 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 section may result in termination of this Contract.

- 10. Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.